



Commonwealth of Virginia
Virginia Information Technologies Agency

ENTERASYS NETWORKS HARDWARE, ASSOCIATED SOFTWARE AND SERVICES

Mandatory Use Contract

Date: July 11, 2006

Contract #: VA-060516-CABL

Authorized User: State Agencies, Institutions and Public Bodies

Contractor: Enterasys Network, Inc.

FIN: 02-0478354

Contact Person Kristin L. Knight
Senior Inside Account Manager
Telephone: 978-684-1567
Fax: 978-684-1315
kknight@enterasys.com

Pricing: Exhibit C

Maintenance Terms: Exhibit D

Initial Contract Term: May 16, 2006 – May 15, 2008

Payment: Net 30 days

For Additional Contract Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Doug Leslie
Phone: 804-371-5213
E-Mail: doug.leslie@vita.virginia.gov
Fax: 804-371-5969

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>

Prior review and approval by the VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA) is required for purchases in excess of \$100,000.00 for State Agencies and Institutions only.

CONTRACT #VA-060516-CABL
EXTRACT CHANGE LOG

[illegible]

HARDWARE AND MAINTENANCE CONTRACT

TABLE OF CONTENTS

1. PURPOSE	4
2. DEFINITIONS	4
A. Acceptance	4
B. Agent	4
C. Authorized User	4
D. Confidential Information	4
E. Operating Condition	4
F. Product	4
G. Receipt (of Product)	4
H. Requirements	4
I. Service	5
J. System Software	5
K. Supplier	5
L. Supplier's Proposal	5
M. VITA	5
N. Warranty Period	5
3. TERM AND TERMINATION	5
4. PURCHASE, DELIVERY, INSTALLATION AND ACCEPTANCE	6
A. Orders	6
B. Delivery Procedure	6
C. Late Delivery	6
D. Purchase Price and Price Protection	7
E. Request for Quote	7
F. Supplier-Sponsored Product Promotions	8
G. Purchase Payment Terms	8
H. Invoice Procedure	8
I. Product Trade-in and Upgrade	9
J. Product Installation	9
K. Product Acceptance Criteria	9
L. Cure Period	9
M. Product Discontinuation	10
N. Supplier's Report of Sales and Industrial Funding Adjustment	10
O. Universal Service Fund	10
5. PRODUCT SUPPORT	11
A. VITA or Third Party Support	11
B. Engineering Changes and Product Modification	11
C. Training	11
D. Parts and Maintenance Support	11
6. WARRANTY, MAINTENANCE AND REMEDY	12
A. Supplier	12
B. Ownership	12
C. Supplier Viability	12
D. Compatibility	12
E. Product	12
F. Performance Standards and Mean Time Between Failure	13
G. Warranty and Maintenance Services	13
7. SCOPE OF USE	16
8. SOFTWARE LICENSE	17
A. License Grant	17
B. Limitations on Copying and Disclosure	17

C. Business Continuity and Recovery	17
9. COMPETITIVE PRICING	17
10. CONFIDENTIALITY	18
A. Treatment and Protection	18
B. Exclusions	18
C. Return or Destruction	18
11. LIABILITY AND INDEMNIFICATION	18
12. SECURITY COMPLIANCE	19
13. BANKRUPTCY	19
14. GENERAL	19
A. Relationship Between VITA and Supplier	19
B. Incorporated Contractual Provisions	20
C. Governing Law	20
D. Dispute Resolution	20
E. Advertising and Use of Proprietary Marks	20
F. Notices	20
G. No Waiver	21
H. Assignment	21
I. Captions	21
J. Severability	21
K. Survival	21
L. Force Majeure	21
M. Remedies	21
N. Right to Audit	21
O. Contract Administration	21
P. Entire Contract	22
 EXHIBIT A, REQUEST FOR PROPOSAL AND SUPPLIER'S PROPOSAL	 24
 EXHIBIT B, MEAN TIME BETWEEN FAILURE	 25
1. DEFINITIONS	25
A. Mean Time Between Failure	25
B. Calculated MTBF	25
C. FIT Rates	25
2. MTBF DATA	25
 EXHIBIT C, PRICES, FEES, SERVICE CHARGES AND PAYMENT SCHEDULE	 26
 EXHIBIT D, MAINTENANCE AGREEMENT	 27
A. Purpose	27
B. Definitions	27
C. Term and Termination	27
D. Product Covered	28
E. Services	28
F. Notification of Expiration	28
G. Ordering	28
H. Charges and Payment	28
I. Selection and Management of Supplier Personnel	29
J. Supplier Personnel Supervision	29
K. General	29
 EXHIBIT E, SUPPLIER'S WARRANTY AND MAINTENANCE DOCUMENTS AS AMENDED	 30

EXHIBIT F, SUPPLIER’S SOFTWARE LICENSE AGREEMENT AS AMENDED BY VITA	55
EXHIBIT G, ENTERASYS END OF PRODUCT SUPPORT POLICY	61

HARDWARE AND MAINTENANCE CONTRACT

THIS HARDWARE AND MAINTENANCE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and Enterasys Networks, Inc. ("Supplier") to be effective as of May 16, 2006 ("Effective Date"). VITA and Supplier are referred to herein individually as "Party" and collectively as the "Parties."

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to sell certain of Supplier's Product, and to provide various Services to the Authorized Users. Such Product and Services may include but not be limited to any products and services in the Enterasys Networks, Inc. catalog.

2. DEFINITIONS

A. Acceptance

Acceptance of any Product shall be deemed to have taken place as follows: (i) if the applicable order specifies acceptance criteria, upon written acknowledgment of satisfaction of those criteria by the Authorized User; or (ii) if the applicable order does not specify acceptance criteria, upon the earlier of (a) the tenth (10th) business day following receipt of the Product by the Authorized User, if the Authorized User has not provided to Supplier written rejection of the Product, specifying the reason for the rejection, or (b) the issuance by the Authorized User of a written acceptance of the Product.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized User

All Public Bodies, including VITA and all Commonwealth agencies, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

D. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to the other Party in connection with or as a result of discussions related to this Contract, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the Disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

E. Operating Condition

That condition which allows the Product to function in a normal, acceptable working manner, as designed by the Product manufacturer.

F. Product

Hardware, peripherals, and any other equipment, including the System Software, all upgrades, all applicable user documentation and related accessories as set forth on Exhibit C provided pursuant to this Contract.

G. Receipt (of Product)

An Authorized User or its Agent has physically received the Product at the correct ship to location.

H. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product described in the applicable documentation,

Supplier's Proposal and such other parameters, characteristics, or performance standards for the Product that may be agreed upon in writing by the Parties.

I. Service

Any Product related services provided by Supplier under this Contract, including certain maintenance services for the Product in accordance with the terms of the Maintenance Agreement attached hereto as Exhibit D which, upon its execution, is incorporated herein by reference.

J. System Software

The operating system code, including software, firmware and microcode, (object code version) for each Product, including any subsequent revisions, as well as any applicable documentation.

K. Supplier

Includes any individual who is an employee, sub-contractor, or independent contractor of Supplier to provide Products and/or Services under this Contract.

L. Supplier's Proposal

Proposal submitted by Supplier and accepted by VITA, attached hereto as part of Exhibit A.

M. VITA

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

N. Warranty Period

Period of time, as specified in Exhibit E, following Acceptance of each Product.

3. TERM AND TERMINATION

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. Should VITA elect, this Contract may be extended for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period 30 days prior to the expiration of any current term. Warranty on any Product ordered during the term of the Contract, and Parts and Maintenance Support as described in the Maintenance Agreement Exhibit to this Contract, may extend beyond the term of this Contract.

VITA shall have the unilateral right to terminate this Contract, the Maintenance Agreement, or any order issued hereunder, for default. Supplier shall be deemed in default in the event that any one or more of the following events occur or continue during the term defined above:

- i). Supplier fails to deliver the Product required by this Contract, the Maintenance Agreement, or any order issued hereunder by the specified delivery date,
- ii). Supplier repeatedly fails to respond to requests for maintenance or other services within the time limits set forth in the Contract, the Maintenance Agreement, or any order issued hereunder, or
- iii). Supplier is in breach of any of the other terms set forth within this Contract or the Maintenance Agreement.

If VITA deems the Supplier to be in default, VITA shall issue a "Show Cause Notice" identifying the failure and providing Supplier ten (10) days to cure the failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate for default this Contract, Maintenance Agreement, or any order issued hereunder. In such event, the Authorized User shall only be liable for cost incurred prior to the date of termination for default. All costs of de-installation and return of the equipment shall be at Supplier's expense. Supplier shall submit any dispute to VITA for resolution according to the terms of the Dispute Resolution section.

VITA's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate for default, rescind or revoke this Contract, the Maintenance Agreement, or any order issued hereunder in the event of any subsequent breach of any provisions of such agreements.

VITA may terminate for convenience this Contract, including the Maintenance Agreement Exhibit or any order issued hereunder, in whole or in part, with respect to the purchase of Product upon not less than forty-five (45) days prior written notice at any time for any reason. Supplier shall submit any dispute to VITA for resolution according to the terms of the Dispute Resolution Section. Upon termination for convenience, VITA shall have no future liability except for Services rendered or Product delivered by Supplier prior to the termination date.

4. PURCHASE, DELIVERY, INSTALLATION AND ACCEPTANCE

A. Orders

Supplier is required to accept any order placed through the eVA electronic procurement website portal (<http://www.eva.state.va.us>). eVA is the Commonwealth of Virginia's total electronic procurement solution. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i). Purchase Order (PO): An official PO form issued by an Authorized User.
- ii). Any order/payment transaction processed through the Commonwealth of Virginia's contract with American Express (AMEX). Each order must not exceed \$5,000, or the then-current charge card limit.
- iii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Products and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract.

B. Delivery Procedure

Supplier shall deliver all Product F.O.B. destination, with such destination being the "ship to" address as specified in the applicable order. For orders for which Supplier is to provide installation of the Product, Supplier shall bear all risk of loss of or damage to the Product until Acceptance by the Authorized User. For orders for which Supplier is not to provide installation of the Product, Supplier shall bear all risk of loss or damage to the Product until Receipt. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the Product while in transit. Each shipment shall include a packing slip indicating this Contract number, the Authorized User's order number, the part number, a description of the Product shipped and the quantity shipped. Each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product contained therein by part number and description and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall immediately provide a replacement item. Title shall pass upon such Acceptance.

Supplier shall make available all appropriate and/or related user documentation at the time of delivery of the first unit of each different Product type to any given "ship to" address. Product delivered without the appropriate and required documentation shall be considered "shipped short" until the applicable documentation has been received.

C. Late Delivery

Supplier hereby acknowledges and agrees that failure to deliver the Product ordered in strict accordance with the agreed upon delivery schedule determined in accordance with this Section shall constitute a material breach of this Contract resulting in damages to the ordering Authorized

User, the total sum of which would be impracticable or difficult to ascertain as of the effective date of this Contract. As an estimate of the minimum amount of damages such Authorized User will suffer, Supplier agrees to credit the Authorized User an amount equal to one percent (1%) of the purchase price for the delayed shipment, for each day of undelivered Product for a period of twenty (20) days following the agreed upon delivery date. If the delay lasts longer than twenty (20) days, the Authorized User may immediately cancel the order and collect as late delivery damages twenty (20%) percent, and the Authorized User reserves any and all other remedies available at law or in equity. Any credit due the Authorized User will be applied to the next periodic invoice.

In the event the Supplier fails for any reason to deliver by the agreed upon delivery date set forth in the order/schedule, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of such breach. Within ten (10) business days after notice by such Authorized User is sent or given, the Authorized User may immediately procure the items from another source. Once the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the Parties agree that the Authorized User may charge-back Supplier, in which case Supplier agrees to reimburse the Authorized User for any difference in cost between the original contract price and the Authorized User's cost to cover from the alternate source. In no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User's notice of breach.

D. Purchase Price and Price Protection

Exhibit C sets forth the prices by Product type (including whole units and repairable major components thereof) and for enhanced warranty services and maintenance services, and the appropriate Commonwealth discounts. Prices for Product shall not increase and the discounts shall not decrease for a period of not less than two (2) years from the Effective Date of this Contract. Thereafter, any increase in price shall be limited to once per twelve (12) month period and shall not exceed the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, for the expenditure category "Information technology, hardware and services" as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/>), for the effective date of the increase compared with the same index one (1) year prior. Supplier shall demonstrate the added value for any requested price increase. Any change in price shall be submitted to all Authorized Users in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Semi-annually the prices for Product shall be checked against CPI-U, as defined above, for the expenditure category "Information technology, hardware and services", and the prices in Exhibit C shall be appropriately reduced to ensure continued price competitiveness, if required. Supplier agrees to offer Product price reductions to ensure compliance with the Competitive Pricing Section.

E. Request for Quote

The Authorized User, at its sole discretion, may, on a case-by-case basis and upon approval by VITA, use a Request for Quote (RFQ) process to obtain goods and services identical or similar to those provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by Products and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

In cases where the RFQ process is invoked, the Authorized User issues an RFQ describing its requirements to potential suppliers, and suppliers provide, within the timeframe specified in the RFQ, a detailed Statement of Work (SOW)-based quote. Any quote received by the Authorized User as a result of this process shall include (a) a detailed description of each product or service proposed, at the catalog line item level, (b) the quantity of each such product or service, (c) the

index or catalog contract price, (d) the additional percentage discount offered, and (d) an extended price.

Generally, the Authorized User will select the supplier offering the lowest total cost proposal. However, non-price factors may be included in the evaluation criteria for a given RFQ. Any purchase from Supplier that is a result of the RFQ process will be subject to the terms and conditions specified and outlined in this Contract and any subsequent modifications. Additional terms and conditions may be requested or mandated within the RFQ document.

F. Supplier-Sponsored Product Promotions

The Supplier, at its discretion, may sponsor Product and Service promotions during the Contract term or any extensions thereof. Should Supplier choose to sponsor such a promotion, Supplier shall provide in writing to VITA, at least five (5) days prior to the promotion, the following information: (i) the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; (ii) the exact Products or Services covered in the promotion; and (iii) the pricing or percentage discount offered during the promotion. VITA shall communicate to Supplier in writing its agreement to the promotion.

The Supplier shall be in breach of the Contract in the absence of a writing from both Parties confirming the promotion. In any event wherein the Supplier proposes prices that are different than the Contract prices to any Authorized User, without first obtaining VITA's agreement, the Supplier shall be in breach of the Contract, and VITA shall have all remedies available under Contract and law.

All Supplier-sponsored Product or Service promotions shall be available to all Authorized Users. Should the Supplier request a promotion that would be limiting, either through product configuration or quantities of Products and Services, VITA at its discretion, may not provide a written agreement. Both parties agree that promotions shall not target any one Authorized User, or a few Authorized Users.

VITA and Authorized Users, at their discretion, may assist in advertising the promotion. This assistance may consist of advertising space on Authorized User web sites, or other assistance at Authorized Users' discretion.

G. Purchase Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations for this purpose. In the event of non-appropriation of funds for the items under this Contract, VITA may terminate this Contract, or any order, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, VITA may terminate this Contract or any order, or an Authorized User may terminate an order, for goods or services dependent on such federal funds without further obligation.

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Product has been shipped. Charges older than ninety (90) days may not be paid. Should Provider repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such over billing continues.

In the event Product is shipped without the applicable Documentation, payment shall not be due until the required documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. All payment terms are net 45 days after Acceptance.

H. Invoice Procedure

Supplier shall remit each invoice to the bill to address provided with the order promptly after all Products or Services have been accepted. Payment for Product Maintenance Services shall be annually in arrears unless otherwise stated herein, or in any order referencing this Contract. No

invoice shall include any costs other than those identified in Exhibit C or the executed order referencing this Contract. Without limiting the foregoing, all shipping costs are the Supplier's responsibility. Invoices issued by the Supplier shall identify at a minimum:

- i). Part number
- ii). Product or Service type and description
- iii). Product serial number, if any
- iv). Quantity, charge and extended pricing for each Product and/or Service item
- v). Applicable order date
- vi). Ship date
- vii). Ship-to location contact name
- viii). This Contract number and the applicable order number
- ix). Supplier's Federal Employer Identification Number (EIN).

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY PUBLIC BODY (as that term is defined in §2.2-4301 of the Code of Virginia) ARE THE SOLE OBLIGATION OF THE PUBLIC BODY PLACING THE ORDER AND NOT THE RESPONSIBILITY OF VITA.

I. Product Trade-in and Upgrade

An Authorized User and Supplier may negotiate trade-ins at any time during the Contract term.

J. Product Installation

Unless otherwise specified, the Product purchase price does not include installation. At the Authorized User's request, Supplier shall provide installation services at the charge(s) set forth in Exhibit C. If purchased, installation shall include: travel, unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, powering up, running routine diagnostic tests, testing for proper operation, hardware and software configuration, providing all documentation to the Authorized User, and any related necessary services to allow for Acceptance by the Authorized User.

All Product installations shall comply with building and facilities standards established by the ordering Authorized User. If such Authorized User installs the Product, Supplier shall provide all reasonably necessary telephone assistance at no charge.

K. Product Acceptance Criteria

Product shall be accepted when the ordering Authorized User determines that it successfully operates in accordance with the Requirements. Such Authorized User agrees to commence acceptance testing within a reasonable time period after receipt of the Product or within such other time period mutually agreed upon by the Parties. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts.

L. Cure Period

Supplier shall correct the non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Product for re-testing within twenty (20) days of written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier. In the event that Supplier fails to deliver Product which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Product in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Product with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Product while reserving its right to revoke Acceptance if timely correction is not forthcoming.

M. Product Discontinuation

Supplier agrees to comply with its policies regarding product discontinuation and end of service life as stated in Exhibit G, "Enterasys End of Product Support Policy." Additionally, Supplier agrees to support discontinued software Product for the current version and previous major release and discontinued hardware Product for five (5) years from the date of such discontinuation, provided Authorized User has purchased maintenance of such Product. In every event, Supplier will provide any Authorized User with 90 days advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.

N. Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". Upon Contract award, Supplier shall be provided a template showing the format in which the report is to be submitted. The report shall be submitted via electronic mail to the VITA IFA Coordinator and the VITA Controller (contact information provided below), and shall report all invoices submitted by Supplier pursuant to the Contract to all Authorized Users during the preceding month. The report shall also show a cumulative record of all invoices submitted to all Authorized Users pursuant to the Contract.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days of submitting the "Supplier Monthly Report of Sales". The IFA payment shall be submitted in the form of a check or electronic funds disbursement made payable to the Treasurer of Virginia. The IFA payment is equal to two percent (2%) of total sales under this Contract during the relevant month, as determined by the amount invoiced to Authorized Users. The IFA payment shall reference this Contract number, "report amounts", and "report period".

Supplier shall remit IFA payments made via check to VITA, Attention VITA Controller. Supplier shall also provide a copy of the IFA payment to the VITA IFA Coordinator via email or fax. Failure to comply with reporting and payment requirements of this section may result in default of Contract.

Contact Information

VITA Controller 110 South 7 th Street, 3 rd Floor Richmond, VA 23219-3931 VITAController@vita.virginia.gov	VITA IFA Coordinator 110 South 7 th Street, 1 st Floor Richmond, VA 23219 804-371-5980 (Phone) 804-371-5969 (Fax) ifacoordinator@vita.virginia.gov
---	---

O. Universal Service Fund

Supplier agrees to make available all Products and Services as listed and priced herein to any Authorized User which is a USF participant. Supplier agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly. Supplier agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of this Contract for USF participation shall be the sole responsibility of the Supplier.

Supplier warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive USF allocations/disbursements for products and services provided pursuant to this Contract to Authorized Users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those Authorized Users. Supplier also agrees to maintain those qualifications and to assist Authorized Users in applying for and receiving these allocations/disbursements.

5. PRODUCT SUPPORT

A. VITA or Third Party Support

In the event that VITA elects to discontinue the Maintenance Agreement, Exhibit D, Supplier shall post all product specific documentation available on its web site, where Authorized Users may download such documentation free of charge. Supplier shall also offer training courses which may be purchased by the Authorized User at the costs identified in Exhibit C. Spare equipment, parts, and components will be available for purchase at the percent discounts set forth in Exhibit C until equipment has been discontinued.

B. Engineering Changes and Product Modification

“Safety Changes” are engineering changes which affect the safety of the Product. “Performance Changes” are engineering changes which affect the ability of the Product to meet the published specifications.

1. Firmware

Authorized User may register for notification of firmware changes, by technology, at <http://sweval.enterasys.com/notify/>. Safety Changes and Performance Changes for firmware for all Products shall be made available for download by the Authorized User if requested.

Safety Changes to firmware required for a product to be in compliance with international safety standard UL 60950-1 shall be provided by Supplier to the Authorized User at no cost.

If the Warranty Period for the Product for which the Performance Changes are developed is in effect, Supplier shall provide Performance Changes for the firmware for such Product to any requesting Authorized User at no cost. If such Warranty Period is no longer in effect, Supplier shall provide Performance Changes for the firmware for such Product at no cost or at a price not to exceed the price charged to its other customers.

2. Product

Supplier shall promptly notify the Authorized User of any Safety Changes required for a product to be in compliance with international safety standard UL 60950-1. Supplier shall provide Safety Changes to the Authorized User at no cost. Supplier shall install all hardware Safety Changes within thirty (30) days after issuance of the engineering change order by the Product manufacturer. Installation of Safety Changes shall be scheduled at a time mutually agreed upon by the Supplier and the Authorized User.

Supplier shall provide Performance Changes for Product to any requesting Authorized User according to the terms of the then-current Warranty or Maintenance Agreement in effect for such Product, if any. In the absence of a Warranty or Maintenance Agreement covering such Product, Supplier shall provide Performance Changes at no cost or at a price not to exceed the price charged to its other customers.

C. Training

Unless otherwise specified the Product purchase price does not include training on the use and operation of the Product. Available optional training, and applicable pricing and discounts, are described in Exhibit C.

D. Parts and Maintenance Support

Supplier agrees to make available new/certifiable as new spare parts and complete maintenance for each Product type ordered by an Authorized User, as follows: hardware products for a period of five (5) years from the date of discontinuation and for discontinued software products, Supplier shall provide full support on the current major release of the product plus one release back, including any minor releases or maintenance releases issued against the product, provided that the term of the Authorized User's maintenance order has not ended. Supplier will post on its website a listing of products to be discontinued 3 months in advance of the date of product discontinuation on a best efforts basis.

6. WARRANTY, MAINTENANCE AND REMEDY

A. Supplier

Supplier shall perform its warranty and maintenance obligations hereunder in accordance with the highest professional duty of care.

B. Ownership

Supplier is the owner of the Product or otherwise has the right to grant to any Authorized User title to or the right to use the Product provided hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Upon receipt of payment, the ordering Authorized User shall obtain good and clear title to the Product, excluding the System Software, free and clear of all liens, claims, security interests and encumbrances.

C. Supplier Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract that no legal proceedings have been threatened or brought against Supplier that could threaten performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

D. Compatibility

Supplier warrants that each Product provided hereunder is, and shall continue to be, data, program, and upward compatible with any other Product available or to be available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than two (2) years from the date each Product is generally released by the Supplier. If Supplier is aware of any publicly available product life cycle information which may affect compatibility, Supplier shall disclose such information to the Authorized User prior to fulfilling any relevant order from such Authorized User.

E. Product

Supplier warrants the following with respect to the Product:

- i). If Product is pursuant to a particular Request for Proposal, such Product shall be fit for the particular purposes specified by VITA and Supplier is possessed of superior knowledge with respect to the Product and is aware that Authorized Users are relying on Supplier's skill and judgment in providing the Product;
- ii). During the Warranty Period, the Product shall be free of defects in material, design and workmanship;
- iii). Upon delivery, the Product shall be new and in good operating condition and shall have all released engineering changes released to date already installed;
- iv). During the Warranty Period, each Product delivered hereunder shall function in conformance with the Supplier's published specifications which can be retrieved at <http://www.enterasys.com/products/> for each respective product;
- v). Any engineering changes made to the Product or System Software revisions shall not degrade the performance of the Product to a level below that defined in the applicable Request for Proposal, and Supplier's published specifications;
- vi). Upon delivery, all System Software shall be at the current release level unless otherwise requested by the ordering Authorized User; and
- vii). The System Software shall not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the System Software, nor shall Supplier disable any Authorized User's use of such System Software through remote access or otherwise. If the System Software contains authorization codes allowing access to

a data base or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

F. Performance Standards and Mean Time Between Failure

During the Warranty Period following Acceptance of the Product by an Authorized User, Supplier warrants that the Product's performance standards and Mean Time Between Failure (MTBF) standards, calculated based upon such Authorized User's installed base of Supplier Product, shall be at least as good as the standards set forth in Exhibit B. If the Product fails to satisfy (i) the MTBF standards or (ii) the performance standards for that Product type as set forth herein, if any, Supplier shall replace that product free of charge within thirty (30) days. Service levels for response and restore time remedies for all important performance standards are set forth in Exhibit B.

G. Warranty and Maintenance Services

Supplier shall provide the following services (including unlimited telephonic support and all necessary travel and labor) during the Warranty Period or maintenance period where Maintenance is purchased based on the Supplier's Standard Warranty and Maintenance Service offerings or a combination thereof, at the prices identified in Exhibit C to maintain the Product in accordance with the Requirements. Supplier's Standard Warranty and Maintenance Service offerings are provided in Exhibit E.

1. Product Covered

Exhibit C lists all Product types covered under warranty. Provided that Authorized Users purchase support and that Authorized Users register Products in accordance with the requirements of the Maintenance Agreement, Supplier shall maintain an inventory record ("Inventory Record") of all units of Product covered under Maintenance Agreement by type, quantity, Authorized User and location. Inventory Record shall also include the end date for each unit's Warranty Period or, if applicable, the period for which the unit of Product is covered under a Maintenance Agreement. Product quantities and types may vary as Product is added or deleted from coverage. Supplier shall automatically amend the Inventory Record without further action by Authorized User to reflect the relocation, addition or deletion of Product. Supplier shall provide a copy of the most current Inventory Record to any Authorized User upon request of such Authorized User.

2. Preventive Maintenance

Preventive Maintenance is action, including, but not limited to, inspecting, adjusting and testing, furnished on a scheduled basis, to diagnose potential problems and ensure proper hardware operation, in accordance with the Product manufacturer's recommended procedures, if any, provided by Supplier as Exhibit E.

During the Warranty Period, if applicable, Preventive Maintenance shall be provided on a schedule as set forth in Exhibit E. All Preventive Maintenance shall be performed during regular business hours unless the performing of such Preventive Maintenance affects the hardware's processing capabilities, in which case Preventive Maintenance shall be performed at other times mutually agreed upon by Supplier and Authorized User.

There shall be no charge to the Authorized User for warranty services necessitated by Supplier's failure to perform Preventive Maintenance on schedule.

3. Remedial Maintenance

Remedial Maintenance is maintenance service (in accordance with the hardware manufacturer's recommended procedures for repair of the hardware) necessary to identify and repair hardware malfunctions in order to return the hardware to its original Operating Condition. Supplier agrees to utilize the most expeditious methods of restoring the hardware to its original Operating Condition, which may include part or whole unit replacement.

During the Warranty Period, the warranty entitles an Authorized User to Preventive Maintenance, if any, and Remedial Maintenance at any time during the hours set forth by the warranty level specified in the executed order referencing this Contract. In the absence of a

specified warranty level, Authorized User is entitled to Maintenance during the hours set forth by the basic warranty specified in the Contract. Supplier shall perform Remedial Maintenance when an Authorized User notifies Supplier of a hardware malfunction. Calls dispatched outside the times specified by the warranty level specified in the executed order referencing this Contract may be subject to Service Out-of-Scope charges. An Authorized User may elect, at any time during the initial warranty period, an alternative warranty level offered by Supplier and identified in Exhibit C. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

4. Replacement Parts

Supplier may install or replace parts and components as it determines necessary to ensure hardware operation. Such parts and components used for replacement ("Replacement Parts") may be new or certifiable as new, provided Supplier shall use only new Replacement Parts or Replacement Parts of equal quality and functionality. Any replacement hardware shall become the sole property of such Authorized User and any defective hardware shall become the sole property of Supplier. Supplier shall be solely responsible for shipping costs associated with delivering any replacement hardware to the Authorized User. During the Warranty Period and if an Authorized User purchases Maintenance, Supplier agrees to provide and maintain, in good repair, adequate Replacement Parts and test equipment required for the Maintenance of the installed base of hardware. Should a delay in restoring the hardware to good Operating Condition be caused by the failure of Supplier to have adequate Replacement Parts, the ordering Authorized User shall be entitled to either 1) an extension of the Maintenance term for the item involved for a period of one month for each business day an adequate Replacement Part is delayed up to a total extension of one year OR 2) upon request by the ordering Authorized User, a credit equal to one month for each business day an adequate Replacement Part is delayed up to a total credit of one year of Maintenance service covering such Replacement Part.

5. Notification and Correction of Defects

Supplier shall promptly notify all Authorized Users of any defects or malfunctions in the Product or documentation of which it learns from any source, and, during the Warranty Period or if Maintenance has been purchased, correct any such defects or malfunctions or provide a workaround until corrected within a commercially reasonable time, at no additional cost. In the event that any Authorized User identifies, within the Warranty Period, any non-conformance to the published specifications which can be retrieved at <http://www.enterasys.com/products/> for each respective product, Supplier, at Supplier's sole expense, shall provide all parts, components and services required to correct the design defect and restore such item or shall replace it, so that it functions as warranted. If Supplier is unable to make the failed Product conform within twenty (20) days following notification by such Authorized User, Supplier shall accept return of such Product(s), and return all monies paid for the failed units. Service provided by Supplier to correct the design defect shall be on-site. Supplier shall be solely responsible for the shipping cost to return any Product to Supplier.

6. Standard Warranty

For all hardware identified in Exhibit C, Supplier shall offer its standard warranty services to include all activities set forth, and for the durations listed, in Exhibit E beginning on the date of Acceptance.

7. On-site Warranty

For all hardware identified in Exhibit C, Supplier shall offer on-site warranty services to include unlimited 24x7 telephone technical support, on-site coverage during business hours, Monday through Friday, with acknowledgement of service call within two (2) hours and restoration by a dispatched technician by the next business day, for a term of not less than twelve (12) months beginning on the date of Acceptance.

8. System Software Warranty

As part of the Standard and On-site warranty offerings, for a period of not less than twelve (12) months beginning on the date of Acceptance, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

a) New Releases

Provide to all Authorized Users no later than the first day of general release, copies of the System Software and Documentation revised to reflect any enhancements, including all new releases, upgrades, and access modes, to the System Software made by Supplier, including, without limitation, modifications to the System Software which can increase the speed, efficiency or base of operation of the System Software or add additional capabilities to or otherwise improve the functionality of the System Software.

b) Coverage

Twenty-four (24) hours per day, seven (7) days a week, provide to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the System Software.

Respond to problems with the System Software identified by an Authorized User in accordance with Exhibit E and the escalation management plan and response times in Exhibit A.

c) Software Evolution

Should Supplier merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the System Software.

d) Remedies

Remedies are as outlined in "Response and Restore Time." If Supplier is unable to make the System Software conform, in all material aspects, within twenty (20) days following notification by an Authorized User, Supplier shall accept return of the relevant Product, and return all monies paid by such Authorized User for the returned System Software or Product and Documentation.

9. Additional On-site Services

For those locations where Authorized User has selected dedicated on-site coverage, Supplier shall provide the following services in addition to warranty services: (i) relocation of previously installed hardware; (ii) assistance to Authorized User's communications department in mutually acceptable duties related to the warranty services provided under this Contract; and (iii) cabling, if applicable. Authorized User's order and the Inventory Record shall identify all locations that are covered by on-site coverage.

10. Response and Restore Time

Supplier agrees to provide a Response Time and Restore Time in accordance with the warranty or maintenance level specified in each executed order from an Authorized User. Supplier shall be deemed to have received an Authorized User's request for warranty or maintenance services when Authorized User advises Supplier of its need via e-mail, web form submission, printer message or telephone call. Should Supplier fail to meet the Response Time or Restore Time, the ordering Authorized User shall be entitled to either 1) an extension of the Maintenance term for the item involved for a period of one month for each business day Supplier shall fail to meet the Response Time or Restore Time up to a total extension of one year OR 2) upon request by the ordering Authorized User, a credit equal to one month for each business day Supplier shall fail to meet the Response Time or Restore Time up to a total credit of one year of Maintenance service covering such Replacement Part.

11. Escalation Procedures

Supplier's escalation procedures are as defined in Exhibit A.

12. Service Out-of-Scope

An Authorized User may, at any time it deems necessary, request maintenance service which is outside the scope of the warranty services ("Service Out-of-Scope"), including, but not limited to: (i) service on equipment not covered by this Contract, (ii) repair of damage or replacement of parts of hardware resulting from changes in the hardware environment, extraordinary use of the hardware, or interconnected devices by Authorized User, or (iii) service outside the applicable hours of service specified in an executed order referencing this Contract. The charge for such Service Out-of-Scope shall be at the hourly rate specified in Exhibit C and shall be inclusive of all expenses. Maintenance requested for a unit of hardware within the forty-eight (48) hour period immediately following Remedial Maintenance performed on the same unit of hardware for the same problem, shall be provided at no charge. Requests for Service Out-of-Scope shall only be approved for payment by the Authorized User when a Product Service Record is included with the Service Out-of-Scope invoice.

13. Dispatch Procedures and Product Service Record

Authorized User's designated control organization shall have the exclusive authority to request warranty services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

Upon request by the Authorized User, Supplier shall provide a Product Service Record for reporting details of all warranty services performed for each Product under warranty. Product Service Record shall record the following:

- i). Installation/Relocation/Removal/Modifications
- ii). Remedial actions
- iii). Preventive actions
- iv). Service Out-Of-Scope

14. Product Maintenance Services and Renewal Options

Supplier shall use reasonable commercial efforts to notify Authorized User sixty (60) days prior to expiration of the Warranty Period or maintenance plan for each Product. After expiration of the Warranty Period, Supplier shall offer to Authorized Users Product Maintenance Services, including Software support services ("Software Support Services"), including services equivalent to the Warranty Services. Software Support Services shall include new releases, updates and upgrades at the price(s) set forth in Exhibit C. Any Authorized User, at its sole option, may acquire Product Maintenance Services. Cancellation of Product Maintenance Services, including Software Support Services, by an Authorized User shall not affect this Contract or the grant of any license by Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

7. SCOPE OF USE

Any Authorized User may use the Product, and any software licensed in connection with such Product, on a worldwide basis for the benefit of itself and its agents; provided, however, that use of certain software Products may be further limited by the terms of the applicable end-user license agreement (EULA) accompanying the software Product. Any such EULA shall be submitted to VITA for review prior to Supplier's providing of any software subject to a EULA. Supplier acknowledges that

there are certain terms and conditions which may be found in a EULA which VITA, as a government entity, cannot by law or by policy, accept. Such terms and conditions shall be addressed in an addendum to the EULA which, when signed by both parties, shall be a legally binding document between VITA and the software licensor. For software for which Supplier is the software licensor, such software's EULA and associated addendum are incorporated into this Contract as Exhibit F. For such software for which Supplier is not the software licensor, such software's EULA and associated addendum shall be made an Exhibit to this Contract for reference purposes only.

Supplier further authorizes use of the Product by third parties who are under contract with an Authorized User to provide outsourcing services, including but not limited to providing application development services, data processing or facilities management services for the benefit of such Authorized User. For Products to which an Authorized User takes title under the terms of this Contract, there are no restrictions on such Authorized User's subsequent resale or distribution thereof.

8. SOFTWARE LICENSE

A. License Grant

Supplier hereby grants to each Authorized User a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable license to use System Software for each Product. Each license granted under this Contract authorizes such Authorized User to use Supplier licensed programs in machine readable form on any system without limitation. The System Software is the property of Supplier, and no title or ownership of the System Software or any of its parts, including documentation, is transferred to the Authorized User. In the event Supplier is remarketing a commercially available software program, Supplier shall pass through the provision of the original vendor's license which shall apply in lieu of the foregoing terms and conditions. Each license granted under this Section authorizes the Authorized User to use the licensed programs in machine readable form on any system without limitation.

B. Limitations on Copying and Disclosure

An Authorized User may make a reasonable number of backup copies of the System Software. Such Authorized User agrees that any copies of the software or documentation which it makes pursuant to this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier and, except as expressly authorized, the Authorized User shall not distribute same to any third-party without Supplier's prior written consent.

C. Business Continuity and Recovery

In the event that all of an Authorized User's copies of the System Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other natural disaster not occasioned by the fault of such Authorized User, Supplier shall provide to the Authorized User, at no additional cost, a replacement copy of the System Software and documentation; provided however, that nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the System Software.

9. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted to VITA pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Supplier. If Supplier enters into any arrangements with another customer of Supplier or with an Authorized User to provide Software or Services under more favorable prices, as the prices may be indicated on Supplier's current US and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change. Notwithstanding the foregoing, nothing contained in this Section 9 shall affect Supplier's ability to engage in special pricing on a case by case basis under competitive circumstances when bidding on one-time, fixed-

price, statement of work-based contracts, and such pricing shall have no effect on the prices offered under this Contract.

10. CONFIDENTIALITY

A. Treatment and Protection

Each Party agrees to (i) hold in strict confidence all Confidential Information of the other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not to transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by a non-disclosure Contract with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). independently developed by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Party, the receiving Party shall (i) at its own expense, (a) promptly return to the disclosing Party all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Party, or (b) upon written request from the disclosing Party, destroy such Confidential Information and provide the disclosing Party with written certification of such destruction, and (ii) cease all further use of the other Party's Confidential Information, whether in tangible or intangible form.

11. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold harmless VITA, any Authorized User, its officers, directors, agents and employees ("Authorized User's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against VITA or any of Authorized User's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) breach of any representation, warranty or covenant of Supplier contained herein, (iii) any defect in the Product or Services or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services, and in addition to all other

obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Product or Services, or any component thereof; or (b) replace or modify such infringing Product or Services, or any component thereof, with non-infringing Products or Services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Product or reimburse any Authorized User for the reasonable costs incurred by such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Product. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Product or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

12. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the Authorized User's then current security procedures as are pertinent to Supplier's operation and have been supplied to Supplier by such Authorized User and further agrees to comply with all applicable federal, state and local laws. Supplier shall indemnify, defend, and hold VITA, the Authorized User, its officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from VITA, the Authorized User, its officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant to this Section.

13. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, or ceases business operations for any reason and other than assignment as allowed by this Contract, then VITA may immediately terminate this Contract on notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

14. GENERAL

A. Relationship Between VITA and Supplier

Supplier has no authority to contract for VITA or in any way to bind or to commit VITA to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of VITA. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA, and VITA shall have no duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that VITA is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social

security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA, shall be reimbursed by Supplier upon demand by VITA.

B. Incorporated Contractual Provisions

The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference, including the contractual claims provision §2.2-4363 of the Code of Virginia: http://www.vita.virginia.gov/procurement/documents/terms_05-06sw.pdf.

C. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

D. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the Authorized User from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to VITA or the appropriate Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User or VITA shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the Authorized User or VITA's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the Authorized User shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the Authorized User from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to VITA's alternative dispute resolution (ADR) procedures or the Authorized User's alternative dispute resolution (ADR) procedures. Supplier may invoke VITA's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by VITA, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

E. Advertising and Use of Proprietary Marks

Supplier shall not use VITA's or any Authorized User's name or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark without receiving the prior written consent of VITA or the Authorized User.

F. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. Either Party may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

G. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

H. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party hereto. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of the Parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

I. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

J. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. The Parties further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

K. Survival

The provisions of this Contract regarding Software License, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract. In addition, the provisions of this Contract necessary for the use and operation of the Maintenance Agreement, Exhibit D hereunder, shall continue in effect through termination of the Maintenance Agreement and any orders issued there under.

L. Force Majeure

Neither Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

M. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA reserves any and all other remedies that may be available at law or in equity.

N. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Product purchased and Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

- i). Three (3) years from Service performance date;
- ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii). Excludes access to Supplier cost information.

O. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Roles and

responsibilities of the account executive are as defined in Exhibit A. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

P. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- Exhibit A Request for Proposal and Supplier's Proposal
- Exhibit B Mean Time Between Failure
- Exhibit C Prices, Fees, Service Charges and Payment Schedule
- Exhibit D Maintenance Agreement
- Exhibit E Supplier's Warranty and Maintenance Documents as amended by VITA Service Description Addendum
- Exhibit F Supplier's Software License Agreement as amended by VITA Supplier Contract Addendum

This Contract and its Exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: the *Contract*, Exhibit D, *Maintenance Agreement*, Exhibit B, *Mean Time Between Failure*, Exhibit C, *Prices, Fees, Service Charges and Payment Schedule*, Exhibit E, *Supplier's Warranty Documents as amended by VITA Service Description Addendum*, Exhibit F, *Supplier's Software License Agreement as amended by VITA Supplier Contract Addendum*, Exhibit A, *Request for Proposal and Supplier's Proposal*.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and have appropriate legal review if they so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of the Parties.

Supplier Enterasys Networks, Inc

By: [Signature]
(Signature)

Name: Steven Campbell
(Print)

Its: VP Finance & Operations
WW Sales & Support
Date: 5/12/2006

VITA

By: [Signature]
(Signature)

Name: PHILIP L. PIPPERT
(Print)

Its: ASSOC. DIRECTOR
Date: 5/15/06

Address for Notice:

Enterasys Networks, Inc
50 Minuteman Road
Andover, MA 01810

Attention: Robert Lebreque - Sales

Address for Notice:

VITA SCM
110 S. 7TH ST., STE. 135
RICHMOND, VA 23219

Attention: Contract Administrator

EXHIBIT A – REQUEST FOR PROPOSAL AND SUPPLIER’S PROPOSAL

RFP 2006-03 and Supplier’s Proposal response to RFP 2006-03 are incorporated into this contract and may be viewed by contacting VITA.

EXHIBIT B, MEAN TIME BETWEEN FAILURE (MTBF)

1. DEFINITIONS

A. Mean Time Between Failure

Prediction process, whereby an estimate in operating hours is calculated of an assembly's components to perform their intended function.

Enterasys Networks utilizes the Telcordia SR-332 Parts Count Technique for developing the estimate or prediction of the average life of an assembly.

B. Calculated MTBF

If a product contains n unique components, q_i is the quantity of the i th component, and r_i is its FIT Rate, then Calculated MTBF of the product is:

$$MTBF = \frac{1 \times 10^9}{\sum_{i=1}^n q_i \times r_i}$$

C. FIT Rates

(acronym for **F**ailures **I**n **T**ime) FIT Rate is a statistic for a component that measures how many failures the component will have per one billion operating hours. The lower the FIT Rate for a component is, the better the component is. FIT Rate is used to find Calculated MTBF.

Enterasys' vendors use the standard created by the Bell Communications Research Lab (Bellcore Standard) to define FIT Rates for their parts.

2. MTBF DATA

Supplier shall provide manufacturer's Mean Time Between Failure (MTBF) data to VITA for all equipment offered under the Contract upon request.

NOTES: Some table items contain the comment N/A in lieu of reported data. N/A (Not Available) may be attributed to any or more of the following factors:

1. A complete Bill of Materials was not available at the time of reporting.

Exhibit C - PRICES, FEES, SERVICE CHARGES AND PAYMENT SCHEDULE**Contract Number VA-060516-CABL****Enterasys Networks Products and Maintenance****Supplier Name: Enterasys Networks****All Enterasys Networks Products and Services****Index Price List Source** Enterasys Networks U.S. List Price File**Delivery Terms** F.O.B. Destination**Standard Delivery Lead Time** 30 days ARO

Product Category	Delivery Lead Time (Days ARO)	Government/Education Discount
LAN Switching	30	38%
LAN Routing	30	35%
WAN Routing	30	35%
Wireless	30	25%
Intrusion Defense	30	35%
Security Appliances	30	35%
Security Software	30	35%
Network Management Software	30	20%
Third Party	30	5%
SupportNet Hardware	30	12%
SupportNet Software	30	6%
Professional Services	30	0%
Training	30	10%
Cables/Connectivity	30	5%

See Attached "Enterasys Networks Commonwealth of Virginia Contract Price List" for current products and pricing.

EXHIBIT D, MAINTENANCE AGREEMENT

This Maintenance Agreement Exhibit together with the terms, conditions and requirements of Exhibit E to the Contract, as defined herein, (hereinafter collectively the "Maintenance Agreement" or "Agreement") is entered into as of May 16, 2006 ("Agreement Effective Date") and, except as expressly set forth or provided herein, shall be governed by the terms and conditions of the Hardware and Maintenance Contract, Contract # VA-060516-CABL, between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia, and Enterasys Networks, Inc. ("Supplier"), effective May 16, 2006, (the "Contract").

A. Purpose

Supplier agrees to provide Authorized Users with certain maintenance services ("Services") for the Product ordered by Authorized Users from the Product list incorporated as Exhibit C to the Contract, in accordance with the terms and conditions set forth below.

B. Definitions

As used in this Agreement, the terms set forth in this Section shall have the meanings provided herein. Other terms used in this Agreement but not defined in this Section shall have the meanings ascribed thereto or are otherwise defined in the Contract in which they are used and shall have the meanings therein indicated.

1. Product

Product to be maintained under orders referencing this Maintenance Agreement.

2. Maintenance Level

The parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Service. The available Maintenance Levels shall be as set forth in the Contract and Exhibit E thereto. The actual Maintenance Level for a unit of Product shall be set forth in the executed order for Maintenance of that Product referencing this Maintenance Agreement, and listed in the Inventory Record as described in the Contract.

3. Maintenance Coverage Period (MCP)

The term during which Maintenance is to be provided for a unit of Product.

4. Maintenance Services

Those Services, preventive and remedial, performed by Supplier at Authorized User's request in order to ensure continued operation of the Product. Maintenance Services shall include all services specified in the Contract, including Exhibit E thereto.

5. Operating Condition

That condition which allows the Product to function in a normal, acceptable working manner, as designed by the Product manufacturer.

6. Response Time

The time between Supplier's receipt of Authorized User's request for Maintenance and the time Supplier commences repair of the Product.

C. Term and Termination

1. Agreement Effective Date

This Maintenance Agreement shall become effective on the date set forth above, upon execution by VITA and Supplier and shall continue in effect for one (1) year. Thereafter, this Maintenance Agreement may be renewed for subsequent twelve (12) month periods should VITA elect. VITA may terminate this Maintenance Agreement, in total or as to any portion of the Product as specified in the Contract.

2. Termination for Cause

Should Supplier fail to perform its material obligations under this Maintenance Agreement, VITA shall give Supplier written notice of such failure. Supplier shall have twenty (20) days from receipt of said notice to correct this failure at no cost to VITA. Should Supplier fail to correct its performance within the twenty (20) day period, VITA shall have the right to immediately terminate this Maintenance Agreement or a portion of this Maintenance Agreement by giving Supplier written notice of termination, and shall receive a refund of any amounts paid for Services not rendered after the effective date of termination. In the event of termination for breach, VITA reserves all remedies available in law and in equity.

D. Product Covered

Contract Exhibit C lists all Product types covered under this Maintenance Agreement. For each order, Supplier shall update the Inventory Record which lists the Product covered under this Maintenance Agreement by type, quantity and location. Product quantities and types may vary as Product is added or deleted from coverage. No Authorized User is obligated to continue Maintenance on Product that has been removed from service, provided Supplier has been notified in writing of such removal. In such event, the Inventory Record shall be automatically amended by Supplier without further action by Authorized User to reflect the relocation, addition or deletion of Product.

E. Services

Maintenance Services shall be as set forth in the Contract, including Exhibit E thereto.

F. Notification of Expiration

Supplier shall use reasonable efforts to notify Authorized User sixty (60) days prior to expiration of the MCP for each Product.

G. Ordering

Authorized Users may place orders for Maintenance Services under this Maintenance Agreement at any time during the Maintenance Agreement term. Each order shall identify:

- i). Product and, if applicable, serial number, for which Maintenance Services shall be provided,
- ii). Maintenance Level to be provided, and
- iii). MCP for the Product Maintenance.

Option 1: Unless otherwise agreed to by the Authorized User and Supplier, the MCP for a unit of Product shall be one year from the effective date of any executed order for Maintenance on such Product.

Option 2: Upon request from an Authorized User, Supplier shall provide and bill for Maintenance Services on a coterminous basis, such that all contracted maintenance services expire annually on the same date for such Authorized User.

Each order for Maintenance Services shall reference the Contract and this Maintenance Agreement.

H. Charges and Payment

1. Maintenance Charges

Authorized User shall pay Supplier annually in accordance with the charges specified on Contract Exhibit C or, for services not identified in Contract Exhibit C, as specified in the relevant order.

2. Service Out-of-Scope Charges

Supplier's hourly charges for Service Out-of-Scope are as set forth on Contract Exhibit C. Supplier shall invoice Authorized User for Service Out-of-Scope charges on a monthly basis. Each Service Out-of-Scope charge must be supported per incident, by a Service Maintenance Record, or Authorized User shall not be liable to pay such Service Out-of-Scope charges.

I. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel provided under this Contract are competent and knowledgeable of the contractual arrangements and the applicable order between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees and subcontractors and shall ensure that such employees and subcontractors comply with Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws. Authorized User reserves the right to require the immediate removal from its premises of any employee, subcontractor or agent of Supplier whom Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

J. Supplier Personnel Supervision

Supplier and Authorized User acknowledge that Supplier shall be and is the sole employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

K. General**1. Incorporated Provisions**

This Maintenance Agreement shall be subject to the terms and conditions of the Contract which may continue in effect after Contract termination through termination of the Maintenance Agreement and any orders issued hereunder. These terms and conditions include, but are not limited to: ordering and invoicing procedures, the Supplier's Monthly Report of Sales and Industrial Funding Adjustment, Universal Service Fund, Liability and Indemnification, and the General Provisions of the Contract.

2. Entire Agreement

This Maintenance Agreement comprises the entire agreement between the Parties and may only be amended by an instrument in writing signed by VITA and Supplier. VITA and Supplier each acknowledge that it has had the opportunity to review this Maintenance Agreement and have appropriate legal review if they so choose.

Executed as of the last date set forth below by the undersigned authorized representatives of the Parties.

Supplier

Enterasys Networks, Inc.

By:



(Signature)

Name:

Steven Campbell

(Print)

Title: Its:

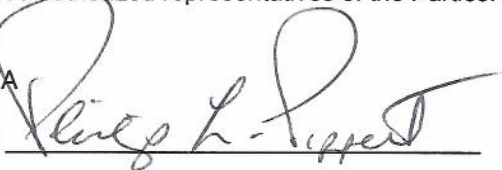
VP Finance & Operations
NW Sales & Services

Date:

5/12/2006

VITA

By:



(Signature)

Name:

Philip L. Pippert

(Print)

Title: Its:

Assoc. Director

Date:

5/15/06

EXHIBIT E, SERVICE DESCRIPTION ADDENDUM

This Exhibit E of Contract Number VA-060516-CABL (“Contract”) between the Virginia Information Technologies Agency (hereinafter referred to as “VITA”), pursuant to §2.2-2012 of the Code of Virginia, and Enterasys Networks, Inc. (“Supplier”) amends the Service Description Documents referenced by and incorporated into the Contract. For their mutual convenience, the parties are referencing and incorporating the terms and conditions of the following Service Description Documents into the Contract:

- i). Enterasys Networks Standard Warranty (2/11/04)
- ii). Enterasys Networks Limited Lifetime Warranty: Services Brief
- iii). Enterasys Networks SecureStack Limited Lifetime Warranty, and
- iv). Enterasys Networks, Inc. Service and Maintenance Terms and Conditions

As used herein, the term “Service Description Documents” shall mean any or all of the documents listed above and attached hereto as Attachment A to this Exhibit. The term “Services” shall mean any or all of the services described in the Service Description Documents. The term “You,” as used in the Service Description Documents, shall mean the Commonwealth of Virginia or any Authorized User and its officers, directors, agents and employees.

Supplier’s Service Description Documents are, with the exceptions noted herein, acceptable to VITA. Nonetheless, because certain standard clauses that may appear in Supplier’s Service Description Documents cannot be accepted by VITA, and in consideration of the convenience of using those documents, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier’s Service Description Documents, none of the following shall have any effect or be enforceable against the Commonwealth or any Authorized User, its officers, employees or agents:

- i). Requiring any Authorized User to maintain any type of insurance either for such Authorized User’s benefit or for Supplier’s benefit;
- ii). Renewing or extending the Contract beyond the initial term or automatically continuing the contract period from term to term;
- iii). Requiring or stating that the terms of the attached Supplier’s Service Description Documents shall prevail over the terms of the Contract or this addendum in the event of conflict;
- iv). Requiring any Authorized User, its officers, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
- v). Imposing interest charges contrary to that specified by §2.2-4347 et seq. of the Code of Virginia;
- vi). Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in the courts of any state other than the Commonwealth of Virginia;
- vii). Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Authorized User, its officers, employees or agents if the Contract is terminated before its ordinary period;
- viii). Requiring any Authorized User to pay any penalties or damages other than those imposed by a court of the Commonwealth of Virginia or pursuant to a settlement approved by such Authorized User’s attorney of record;
- ix). Requiring that the Contract be “accepted” or endorsed by the home office or by any other officer subsequent to execution by an official of VITA before the Contract is considered in effect;
- x). Delaying the acceptance of the Contract or its effective date beyond the date of execution;

- xi). Limiting or adding to the time period within which claims can be made or actions can be brought;
- xii). Limiting the liability of Supplier for property damage or personal injury;
- xiii). Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of any Authorized User;
- xiv). Permitting unilateral modification of the contract by Supplier;
- xv). Permitting termination by Supplier of the Contract, in whole or in part, or any license(s) granted hereunder, except pursuant to an order of a court of the Commonwealth of Virginia;
- xvi). Permitting modification or replacement of the Service Description Documents pursuant to any new release, update or upgrade of the Licensed Materials;
- xvii). Binding any Authorized User, its officers, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
- xviii). Obligating any Authorized User, its officers, employees or agents to pay costs of collection, enforcement, or attorney's fees;
- xix). Limiting selection and approval of counsel and approval of any settlement in any claim arising under the Service Description Documents and in which any Authorized User, its officers, employees or agents is a named party;
- xx). Granting Supplier a security interest in property of any Authorized User, its officers, employees or agents;
- xxi). Granting Supplier or an agent of Supplier the right to audit or examine any Authorized User's books, records, or accounts;
- xxii). Prohibiting VITA or any Authorized User from assigning to any entity the Contract or any license to the Licensed Materials pursuant to the Contract;
- xxiii). Requiring any Authorized User to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury;
- xxiv). Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, this addendum, or the Supplier's rights and obligations under the Service Description Documents without the prior written consent of VITA; and,
- xxv). Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of VITA to bestow or incur on behalf of the Commonwealth of Virginia.

The parties further agree as follows:

- i). The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference:
http://www.vita.virginia.gov/procurement/documents/terms_05-06sw.pdf
- ii). The contractual claims provision §2.2-4363 of the Code of Virginia is also incorporated by reference.
- iii). The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to the contract only to the extent required by §59.1-501.15 of the Code of Virginia.
- iv). Supplier shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

- v). The Commonwealth is tax exempt and shall not be responsible for payment of taxes, duties, or penalties.
- vi). Supplier warrants that it has the right to provide the Services to all Authorized Users without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- vii). Supplier agrees to indemnify, defend and hold harmless any Authorized User, its officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) breach of any representation, warranty or covenant of Supplier contained herein, (iii) any defect in the Services, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Authorized User against whom the claim has been asserted.
- viii). Any travel expenses incurred by Supplier in the course of performing the Services must be pre-approved by the appropriate Authorized User and shall be reimbursed at the then-current per diem rates published by the Virginia Department of Accounts.
- ix). Any Authorized User shall have the right to move the equipment and to connect the equipment to a network or system, and such movement or connection of equipment shall not affect the warranty or Services or the associated fees or charges.
- x). If equipment owned by or software/firmware licensed by multiple Authorized Users is housed at a single installation location, each Authorized User shall be entitled to its own level of support.
- xi). Confidential Information or "Information" shall take the meaning ascribed in the Contract and shall have the protections afforded it by the Contract.
- xii). Warranty and Services shall convey with the equipment for which Services have been purchased irrespective of the original purchasing end user.

Executed as of the last date set forth below by the undersigned authorized representatives of the Parties.

Supplier Enterasys Networks, Inc.

By: [Signature]
(Signature)

Name: Steven Campbell

(Print)
Title, Its: VP Finance & Operations
WW Sales & Services

Date: 5/12/2006

VITA

By: [Signature]
(Signature)

Name: PHILIP L. ZIPPER

(Print)
Title, Its: ASSOC DIRECTOR

Date: 5/15/06

ENTERASYS NETWORKS STANDARD WARRANTY

THIS WARRANTY IS GIVEN TO THE ORIGINAL PURCHASING END USER AND IS APPLICABLE ONLY TO PRODUCTS AND LICENSED MATERIALS SOLD OR DISTRIBUTED TO SUCH END USER BY AN AUTHORIZED ENTERASYS NETWORKS RESELLER ("PARTNER") OR ENTERASYS NETWORKS ("ENTERASYS") AND BEARING THE "ENTERASYS" BRAND NAME.

A. Hardware Warranty

- i. ENTERASYS warrants to the original purchasing End User that each unit of ENTERASYS hardware products ("Hardware Products" or "Products") not included in the Vertical Horizon or RoamAbout product families referenced in Section A(ii) below, will be free from defects in material and workmanship for a period of one (1) year from the date of shipment to End User.
- ii. ENTERASYS warrants to End User that each unit of Hardware Products in the (a) Vertical Horizon product family of switches and/or switch-routers, and (b) RoamAbout R2 AP and the RoamAbout AP 3000 products will be free from defects in material and workmanship for a period of three (3) years from the date of shipment to End User.
- iii. Breach of warranty will be enforceable against ENTERASYS only if written notice of such breach is received by ENTERASYS within the applicable warranty period.
- iv. If a warranty claim is invalid for any reason, End User will be charged for services performed and expenses incurred by ENTERASYS in repairing, handling and shipping the returned Product.
- v. Expendable parts, such as fuses, lamps, filters, and other parts that are regularly replaced due to normal use are excluded from this warranty.
- vi. As to Products repaired or replaced during the original warranty period for such Product, the warranty period on the replacement Product or the repaired Product shall terminate thirty (30) days after shipment to End User or upon the termination of the original warranty period, whichever is longer.
- vii. As to any out-of-warranty Products repaired, modified or replaced by ENTERASYS at ENTERASYS' regular charges, the warranty period with respect to the material and workmanship hereunder shall expire thirty (30) days after the date of shipment of said Product to End User.

- B. Software Warranty. The only warranty ENTERASYS makes to End User in connection with ENTERASYS licensed materials, which includes ENTERASYS software, together with related documentation and the media embodying the software ("Licensed Materials"), is that the media upon which the Licensed Materials are recorded will be replaced without charge, if ENTERASYS in good faith determines that the media was defective and not subject to misuse for a period of ninety (90) days from the date of shipment to End User. Within thirty (30) days of determination of same, ENTERASYS shall use commercially reasonable efforts to replace any defective media that ENTERASYS has determined to be under warranty.

C. Entitlements During the Applicable Warranty Period

- i. *Telephone Support.* Technical telephone support shall be provided by ENTERASYS' Global Technical Assistance Center ("GTAC") to End User from 8:00 a.m. to 5:00 p.m. End User's local time Monday through Friday, excluding ENTERASYS recognized holidays. For the location, telephone numbers and fee rates of ENTERASYS' GTACs, please refer to ENTERASYS' Support Web page at www.enterasys.com/support. Telephone support provided hereunder will be limited to that necessary to confirm functional operation or determine if a Product is performing in accordance with Section A above, whichever applies. Should further support be required, normal support charges will apply.
- ii. *Firmware/Software for the version licensed.* Should the ENTERASYS GTAC determine, during the course of providing support hereunder, that End User may benefit from the installation of a firmware patch or software bug fix, if and when ENTERASYS, at its sole

discretion, develops and releases said firmware patch or software bug fix, ENTERASYS may make it available to End User at no charge.

- iii. *Product Replacement.* During the (a) initial thirty (30) days from the date of shipment of Hardware Products having a one (1) year warranty hereunder, and (b) initial (90) days from the date of shipment of Hardware Products having a three (3) year warranty hereunder, any such Hardware Product which, after reasonable diagnosis and support attempts by ENTERASYS' GTAC, is determined by ENTERASYS' GTAC to be non-functioning, shall be replaced on a commercially reasonable efforts basis. ENTERASYS and End User shall follow the procedures outlined in Section C(iv) herein for the return and replacement of such Hardware Product during the above referenced periods that End User has purchased directly from ENTERASYS. For such Hardware Product that End User has purchased from a Partner, the following procedures shall be followed for the return and replacement of such Hardware Product during the above referenced periods:
 - a) ENTERASYS must be notified by End User prior to the return of said Product. Within ten (10) days of the date of said notification ENTERASYS will provide End User with a valid Case Number.
 - b) Within ten (10) days of receipt of a Case Number from ENTERASYS, End User shall notify the Partner from whom the Product was purchased of the Case Number, request Product replacement, and obtain information regarding the location to which End User must return the Product claimed to be defective, as well as any other pertinent information. Transportation costs relating to the delivery of warranty claims to Partner will be borne by the End User. In no event will Partner accept any returned Product which does not have a valid Case Number. All Products returned to Partner must be packaged in packing materials that affords the same degree of protection from damage and electrical discharge as the original packaging materials. All Products returned to Partner should be de-configured to the configuration as originally shipped to End User by removing all add-on hardware, firmware, software or other data. Any add-on firmware or software should be backed up and stored by End User before returning Products to Partner. Add-on hardware, firmware, software or other data returned with the Products may be lost in the repair process, and Partner shall bear no responsibility for such loss.
 - c) End User shall promptly, but in no event later than ten (10) days of receipt of a Case Number from ENTERASYS, deliver said shipment to a carrier at End User's facilities as aforesaid.
 - d) Within thirty (30) days of receipt of same, Partner shall use commercially reasonable efforts to replace any defective Product that ENTERASYS or Partner has determined to be under warranty.
 - e) Transportation costs relating to the return of warranty claims to the End User will be borne by Partner only in cases where replacement is made and authorized pursuant hereto, but any applicable duties or taxes will be paid by End User. If no warranty replacement was required, all transportation costs will be borne by End User. "Emergency" transportation costs shall be borne by End User.
- iv. *Return and Repair.*
 - a) During the remainder of the hardware warranty period, if Products under warranty are claimed to be defective, ENTERASYS must be notified by End User prior to the return of said Product. Within ten (10) days of the date of said notification ENTERASYS will provide End User with a valid Return Material Authorization number and the location to which End User must return the Product claimed to be defective. Transportation costs relating to the delivery of warranty claims to ENTERASYS will be borne by the End User. In no event will ENTERASYS accept any returned Product which does not have a valid Return Material Authorization number. All Products returned to ENTERASYS must be packaged in packing materials that affords the same degree of protection from damage and electrical discharge as the original packaging materials. All Products returned to ENTERASYS should be de-configured to the configuration as originally shipped to End User by removing all add-on hardware, firmware, software or other data. Any add-on firmware or software should be backed up and stored by End User before returning Products to ENTERASYS. Add-on hardware, firmware, software or other data returned

with the Products may be lost in the repair process, and ENTERASYS shall bear no responsibility for such loss.

- b) Within ten (10) days of receipt of notice from ENTERASYS requiring return, End User shall deliver said shipment to a carrier at End User's facilities as aforesaid.
- c) Within thirty (30) days of receipt of same, ENTERASYS shall use commercially reasonable efforts to fix or replace, at its option (except as provided in Section C(iii) herein), any defective Product that ENTERASYS has determined to be under warranty.
- d) Transportation costs relating to the return of warranty claims to the End User will be borne by ENTERASYS only in cases where repair or replacement is made and authorized pursuant hereto, but any applicable duties or taxes will be paid by End User. If no warranty repair or replacement was required, all transportation costs will be borne by End User. "Emergency" transportation costs shall be borne by End User.

D. General

- i. The warranties set forth in Sections A and B above, and the entitlements set forth in Section C above, are for the benefit of and shall apply only to End User.
- ii. ENTERASYS' warranties shall not apply to any Product or Licensed Material which has been damaged as a result of, or subjected to, accident, neglect, misuse, abuse, vandalism, riot, war, acts of terrorism, negligence in transportation or handling, failure of or surges in electric power, air conditioning, humidity control, flood, water, fire or smoke and heat damage, causes other than ordinary use, acts of God, or causes beyond ENTERASYS' control, or if the Product or Licensed Material was not properly maintained by End User during the warranty period.
- iii. There shall be no warranty or liability for any Products or Licensed Materials that have been modified by End User without ENTERASYS' prior written approval.
- iv. Replacement Products or Licensed Materials outside the scope of this warranty or with respect to Product(s) or Licensed Materials out-of-warranty will be furnished at the established charges of ENTERASYS then in effect.
- v. End User shall ensure that ENTERASYS will have full and free access to the Products and Licensed Materials at End User's site, if required.
- vi. ENTERASYS shall not be responsible for failure to repair or replace Products or Licensed Materials due to causes beyond its control. ENTERASYS shall not be required to replace any Product or Licensed Material if it would be impractical for ENTERASYS personnel to do so because of unauthorized alterations to the Products or Licensed Materials or its unauthorized connection by mechanical or electrical means to another system or device.

E. Limitation of Liability

- i. THESE WARRANTIES AND ENTERASYS' AND ITS AFFILIATES' LIABILITY AND END USER'S REMEDIES WITH RESPECT THERETO, AS SET FORTH HEREIN, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, REMEDIES, EXPRESS OR IMPLIED, INCLUDING ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM NEGLIGENCE OF ENTERASYS OR ITS AFFILIATES, ACTUAL OR IMPUTED, AND NO WARRANTIES, EXPRESS OR IMPLIED REPRESENTATIONS, PROMISES OR STATEMENTS HAVE BEEN MADE BY ENTERASYS OR ITS AFFILIATES UNLESS CONTAINED IN THIS AGREEMENT. NO WARRANTY, EXPRESS OR IMPLIED, IS MADE HEREIN THAT THE LICENSED MATERIALS, PRODUCTS OR ANY PARTS ARE MERCHANTABLE, OR FIT OR SUITABLE FOR THE PARTICULAR PURPOSES FOR WHICH THE LICENSED MATERIALS, PRODUCTS OR PARTS MAY BE ACQUIRED BY END USER. IN NO EVENT SHALL ENTERASYS OR ITS AFFILIATES BE LIABLE TO END USER FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF DATA, OR PROFITS, WHETHER CLAIMED BY REASON OF BREACH OF WARRANTY OR OTHERWISE, AND WITHOUT REGARD TO THE FORM OF ACTION IN WHICH SUCH CLAIM IS MADE.
- ii. The Products and Licensed Materials are not specifically developed, or licensed for use in any nuclear, aviation, mass transit, or medical applications or in any other inherently dangerous applications.

- iii. End User hereby agrees that ENTERASYS shall not be liable for any claims or damages arising from such use if End User uses the Products and/or Licensed Materials for such applications.
- iv. End User agrees to indemnify and hold ENTERASYS harmless from any claims for losses, costs, damages, or liability arising out of or in connection with the use of the Products and/or Licensed Materials in such applications.
- v. Notwithstanding anything contained herein to the contrary, the total maximum liability of ENTERASYS and its Affiliates under this warranty for the affected Product(s) and Licensed Materials is limited, at the option of ENTERASYS, to either:
 - a) ENTERASYS' use of reasonable efforts to repair any Product or Licensed Materials;
or
 - b) ENTERASYS' use of reasonable efforts to replace any Product or Licensed Materials, or any shipment as to which any defect is claimed by End User and duly verified by ENTERASYS; or
 - c) The refund of the purchase price or license fee paid.

###

Enterasys Networks Limited Lifetime Warranty

THIS NON-TRANSFERABLE WARRANTY IS GIVEN ONLY TO THE ORIGINAL PURCHASING END USER AND IS APPLICABLE ONLY TO THE MATRIX V-SERIES LINE OF SWITCHES (V2H124-24, V2H124-24T, V2H124-24FX, V2H124-24P, V2G121-1, MGBIC-STACK, V2STACK-2, V2G112-2, V2H151-1M, V2H151-1S, V2STACK) SOLD OR DISTRIBUTED TO SUCH END USER BY AN AUTHORIZED ENTERASYS NETWORKS RESELLER (“PARTNER”) OR ENTERASYS NETWORKS (“ENTERASYS”), REGISTERED WITH ENTERASYS BY SUCH END USER WITHIN THIRTY (30) DAYS OF RECEIPT OF PRODUCT AND BEARING THE “ENTERASYS” BRAND NAME.

A. Hardware Warranty

- i. ENTERASYS warrants to the original purchasing End User that each unit of ENTERASYS hardware products in the Matrix V-Series line of switches (“Hardware Products” or “Products”) will be materially free from defects in material and workmanship under normal use and service for as long as the End User owns the Product or for five (5) years after Enterasys discontinues such Product, whichever is sooner.
- ii. Where a limited lifetime warranty is not permitted by law, a five (5) year warranty period shall apply, provided that all the requirements of warranty set out herein have been fulfilled.
- iii. ENTERASYS warrants to the End User that any power supplies, fans, and cables provided with any Product covered under the Limited Lifetime Warranty will be free from defects in material and workmanship for a period of three (3) years from the date of shipment to the End User.
- iv. Breach of warranty will be enforceable against ENTERASYS only if written notice of such breach is received by ENTERASYS within the applicable warranty period.
- v. If a warranty claim is invalid for any reason, End User will be charged for services performed and expenses incurred by ENTERASYS in repairing, handling and shipping the returned Product.
- vi. Expendable parts, such as fuses, lamps, filters, and other parts that are regularly replaced due to normal use are excluded from this warranty.

- vii. As to Products repaired or replaced during the original warranty period for such Product, the warranty period on the replacement Product or the repaired Product shall terminate thirty (30) days after shipment to End User or upon the termination of the original warranty period, whichever is longer.
- viii. As to any out-of-warranty Products repaired, modified or replaced by ENTERASYS at ENTERASYS' regular charges, the warranty period with respect to the material and workmanship hereunder shall expire thirty (30) days after the date of shipment of said Product to End User.

B. Software Warranty

The only warranty ENTERASYS makes to End User in connection with ENTERASYS licensed materials, which includes ENTERASYS software, together with related documentation and the media embodying the software ("Licensed Materials"), is that the media upon which the Licensed Materials are recorded will be replaced without charge, if ENTERASYS in good faith determines that the media was defective and not subject to misuse for a period of ninety (90) days from the date of shipment to End User. Within thirty (30) days of determination of same, ENTERASYS shall use commercially reasonable efforts to replace any defective media that ENTERASYS has determined to be under warranty. Other than the warranty set out in this Section B, Licensed Materials are sold "As Is."

C. Entitlements During the Applicable Warranty Period

- i. **Telephone Support.** Technical telephone support shall be provided by ENTERASYS' Global Technical Assistance Center ("GTAC") to End User from 8:00 a.m. to 5:00 p.m. End User's local time Monday through Friday, excluding ENTERASYS recognized holidays. For the location, telephone numbers and fee rates of ENTERASYS' GTACs, please refer to ENTERASYS' Support web page at **www.enterasys.com/support**. Telephone support provided hereunder will be limited to that necessary to confirm functional operation or determine if a Product is performing in accordance with Section A above, whichever applies. Should further support be required, normal support charges will apply.
- ii. **Firmware/Software for the version licensed.** Should the ENTERASYS GTAC determine, during the course of providing support hereunder, that End User may benefit from the installation of a firmware patch or software bug fix, if and when ENTERASYS, at its sole discretion, develops and releases said firmware patch or software bug fix, ENTERASYS may make it available to End User at no charge.
- iii. **Product Replacement.** During the (a) initial thirty (30) days from the date of shipment of Hardware Products, any such Hardware Product, which, after reasonable diagnosis and support attempts by ENTERASYS' GTAC, is determined by ENTERASYS' GTAC to be nonfunctioning, shall be replaced on a commercially reasonable efforts basis. For such Hardware Products that End User has purchased directly from ENTERASYS, ENTERASYS and End User shall follow the procedures outlined in Section C(iv) herein for the return and replacement of such Hardware Product during the above referenced periods. For such Hardware Product that End User has purchased from a Partner, the following procedures shall be followed for the return and replacement of such Hardware Product during the above referenced periods:

- a) ENTERASYS must be notified by End User prior to the return of said Product. Within ten (10) days of the date of said notification ENTERASYS will provide End User with a valid Case Number.
- b) Within ten (10) days of receipt of a Case Number from ENTERASYS, End User shall notify the Partner from whom the Product was purchased of the Case Number, request Product replacement, and obtain information regarding the location to which End User must return the Product claimed to be defective, as well as any other pertinent information. Transportation costs relating to the delivery of warranty claims to Partner will be borne by the End User. In no event will Partner accept any returned Product, which does not have a valid Case Number. All Products returned to Partner must be packaged in packing materials that affords the same degree of protection from damage and electrical discharge as the original packaging materials. All Products returned to Partner should be de-configured to the configuration as originally shipped to End User by removing all add-on hardware, firmware, software or other data. Any add-on firmware or software should be backed up and stored by End User before returning Products to Partner. Add-on hardware, firmware, software or other data returned with the Products may be lost in the repair process, and Partner shall bear no responsibility for such loss.
- c) End User shall promptly, but in no event later than ten (10) days of receipt of a Case Number from ENTERASYS, deliver said shipment to a carrier at End User's facilities as aforesaid.
- d) Within thirty (30) days of receipt of same, Partner shall use commercially reasonable efforts to replace any defective Product that ENTERASYS or Partner has determined to be under warranty.
- e) Transportation costs relating to the return of warranty claims to the End User will be borne by Partner only in cases where replacement is made and authorized pursuant hereto, but any applicable duties or taxes will be paid by End User. If no warranty replacement was required, all transportation costs will be borne by End User. "Emergency" transportation costs shall be borne by End User.

iv. Return and Repair.

- a) During the remainder of the hardware warranty period, if Products under warranty are claimed to be defective, ENTERASYS must be notified by End User prior to the return of said Product. Within ten (10) days of the date of said notification ENTERASYS will provide End User with a valid Return Material Authorization number and the location to which End User must return the Product claimed to be defective. Transportation costs relating to the delivery of warranty claims to ENTERASYS will be borne by the End User. In no event will ENTERASYS accept any returned Product, which does not have a valid Return Material Authorization number. All Products returned to ENTERASYS must be packaged in packing materials that affords the same degree of protection from damage and electrical discharge as the original packaging materials. All Products returned to ENTERASYS should be de-configured to the configuration as originally shipped to End User by removing all add-on hardware, firmware, software or other data. Any add-on firmware or software should be backed up and stored by End User before returning Products to ENTERASYS. ENTERASYS shall not be responsible for any add-on hardware, firmware, software or other data returned with the Products whether under warranty or not.

- b) Within ten (10) days of receipt of notice from ENTERASYS requiring return, End User shall deliver said shipment to a carrier at End User's facilities as aforesaid.
- c) Within thirty (30) days of receipt of same, ENTERASYS shall use commercially reasonable efforts to fix or replace, at its option and in its sole discretion (except as provided in Section C(iii) herein), any defective Product that ENTERASYS has determined to be under warranty.
- d) Transportation costs relating to the return of warranty claims to the End User will be borne by ENTERASYS only in cases where repair or replacement is made and authorized pursuant hereto, but any applicable duties or taxes will be paid by End User. If no warranty repair or replacement was required, all transportation costs will be borne by End User. "Emergency" transportation costs shall be borne by End User.

D. General

- i. The warranties set forth in Sections A and B above, and the entitlements set forth in Section C above, are for the benefit of and shall apply only to the original End User of the Product.
- ii. ENTERASYS' warranties shall not apply to any Product or Licensed Material, which has been damaged as a result of, or subjected to, accident, neglect, misuse, abuse, vandalism, riot, war, acts of terrorism, negligence in transportation or handling, failure of or surges in electric power, air conditioning, humidity control, flood, water, fire or smoke and heat damage, causes other than ordinary use, acts of God, or causes beyond ENTERASYS' control, or if the Product or Licensed Material was not properly maintained by End User during the warranty period.
- iii. There shall be no warranty or liability for any Products or Licensed Materials that have been modified by End User without ENTERASYS' prior written approval.
- iv. Replacement Products or Licensed Materials outside the scope of this warranty or with respect to Product(s) or Licensed Materials out-of-warranty will be furnished at the established charges of ENTERASYS then in effect.
- v. End User shall ensure that ENTERASYS will have full and free access to the Products and Licensed Materials at End User's site, if required.
- vi. ENTERASYS shall not be responsible for failure to repair or replace Products or Licensed Materials due to causes beyond its control. ENTERASYS shall not be required to replace any Product or Licensed Material if it would be impractical for ENTERASYS personnel to do so because of unauthorized alterations to the Products or Licensed Materials or its unauthorized connection by mechanical or electrical means to another system or device.
- vii. Enterasys reserves the right to replace any defective Product with different or refurbished product with substantially the same functionality.
- viii. Actual delivery times may vary depending on specific End User location.

E. Limitation of Liability

- i. THESE WARRANTIES AND ENTERASYS' AND ITS AFFILIATES' LIABILITY AND END USER'S REMEDIES WITH RESPECT THERETO, AS SET FORTH HEREIN, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, REMEDIES, EXPRESS OR IMPLIED, INCLUDING ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM NEGLIGENCE OF ENTERASYS OR ITS AFFILIATES, ACTUAL OR IMPUTED, AND NO WARRANTIES, EXPRESS OR IMPLIED REPRESENTATIONS, PROMISES OR STATEMENTS HAVE BEEN MADE BY ENTERASYS OR ITS AFFILIATES UNLESS CONTAINED IN THIS AGREEMENT. NO WARRANTY, EXPRESS OR IMPLIED, IS MADE HEREIN THAT THE LICENSED MATERIALS, PRODUCTS OR ANY PARTS ARE MERCHANTABLE, OR FIT OR SUITABLE FOR THE PARTICULAR PURPOSES FOR WHICH THE LICENSED MATERIALS, PRODUCTS OR PARTS MAY BE ACQUIRED BY END USER. IN NO EVENT SHALL ENTERASYS OR ITS AFFILIATES BE LIABLE TO END USER FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF DATA, OR PROFITS, WHETHER CLAIMED BY REASON OF BREACH OF WARRANTY OR OTHERWISE, AND WITHOUT REGARD TO THE FORM OF ACTION IN WHICH SUCH CLAIM IS MADE.
- ii. The Products and Licensed Materials are not specifically developed or licensed for use in any nuclear, aviation, mass transit, or medical applications or in any other inherently dangerous applications.
- iii. End User hereby agrees that ENTERASYS shall not be liable for any claims or damages arising from such use if End User uses the Products and/or Licensed Materials for such applications.
- iv. End User agrees to indemnify and hold ENTERASYS harmless from any claims for losses, costs, damages, or liability arising out of or in connection with the use of the Products and/or Licensed Materials in such applications.
- v. ENTERASYS PRODUCTS MAY INCLUDE OR BE BUNDLED WITH THIRD-PARTY PRODUCTS AND SOFTWARE. ANY WARRANTIES SET FORTH HEREIN DO NOT APPLY TO ANY SUCH THIRD-PARTY PRODUCTS OR SOFTWARE.
- vi. Notwithstanding anything contained herein to the contrary, the total maximum liability of ENTERASYS and its Affiliates under this warranty for the affected Product(s) and Licensed Materials is limited, at the option of ENTERASYS, to either:
 - a) ENTERASYS' use of reasonable efforts to repair any Product or Licensed Materials; or
 - b) ENTERASYS' use of reasonable efforts to replace any Product or Licensed Materials, or any shipment as to which any defect is claimed by End User and duly verified by ENTERASYS; or
 - c) The refund of the purchase price or license fee paid depreciated on a straight-line basis over a three (3) year period.

Enterasys Networks SecureStack Limited Lifetime Warranty

THIS NON-TRANSFERABLE WARRANTY IS GIVEN ONLY TO THE ORIGINAL PURCHASING END USER AND IS APPLICABLE ONLY TO THE SECURESTACK A, B, AND C SERIES PRODUCT SOLD OR DISTRIBUTED TO SUCH END USER BY AN AUTHORIZED ENTERASYS NETWORKS RESELLER (“PARTNER”) OR ENTERASYS NETWORKS (“ENTERASYS”), REGISTERED WITH ENTERASYS AT <http://www.enterasys.com/products/switching/securestack-warranty/> BY SUCH END USER WITHIN THIRTY (30) DAYS OF RECEIPT OF PRODUCT AND BEARING THE “ENTERASYS” BRAND NAME.

A. Hardware Warranty

- i. ENTERASYS warrants to the original purchasing End User that each unit of ENTERASYS hardware products in the SecureStack A, B and C Series line of switches (“Hardware Products” or “Products”) will be materially free from defects in material and workmanship under normal use and service for as long as the End User owns the Product or for five (5) years after Enterasys discontinues such Product, whichever is sooner.
- ii. Where a limited lifetime warranty is not permitted by law, a five (5) year warranty period shall apply, provided that all the requirements of warranty set out herein have been fulfilled.
- iii. ENTERASYS warrants to the End User that any power supplies, fans, and cables provided with any Product covered under the Limited Lifetime Warranty will be free from defects in material and workmanship for as long as the End User owns the Product or for five (5) years after Enterasys discontinues such Product, whichever is sooner.
- iv. Breach of warranty will be enforceable against ENTERASYS only if written notice of such breach is received by ENTERASYS within the applicable warranty period.
- v. If a warranty claim is invalid for any reason, End User will be charged for services performed and expenses incurred by ENTERASYS in repairing, handling and shipping the returned Product.
- vi. Expendable parts, such as fuses, lamps, filters, and other parts that are regularly replaced due to normal use are excluded from this warranty.



- vii. As to Products repaired or replaced during the original warranty period for such Product, the warranty period on the replacement Product or the repaired Product shall terminate thirty (30) days after shipment to End User or upon the termination of the original warranty period, whichever is longer.

B. Software Warranty

The only warranty ENTERASYS makes to End User in connection with ENTERASYS licensed materials, which includes ENTERASYS software, together with related documentation and the media embodying the software (“Licensed Materials”), is that the media upon which the Licensed Materials are recorded will be replaced without charge, if ENTERASYS in good faith determines that the media was defective and not subject to misuse for a period of ninety (90) days from the date of shipment to End User. Within thirty (30) days of determination of same, ENTERASYS shall use commercially reasonable efforts to replace any defective media that ENTERASYS has determined to be under warranty. Other than the warranty set out in this Section B, Licensed Materials are sold “As Is.”

C. Entitlements During the Applicable Warranty Period

- i. **Telephone Support.** Technical telephone support shall be provided by ENTERASYS’ Global Technical Assistance Center (“GTAC”) to End User from 8:00 a.m. to 5:00 p.m. End User’s local time Monday through Friday, excluding ENTERASYS recognized holidays. For the location and telephone numbers and fee rates of ENTERASYS’ GTACs, please refer to ENTERASYS’ Support Web page at www.enterasys.com/support. Telephone support provided hereunder will be limited to that necessary to confirm functional operation or determine if a Product is performing in accordance with Section A above, whichever applies. Should further support be required, normal support charges will apply.
- ii. **Firmware Maintenance Updates.** During the warranty period, customers are entitled to receive any firmware maintenance updates that ENTERASYS may develop and generally release with respect to any Covered Product. Firmware maintenance updates may be obtained by contacting ENTERASYS’ GTAC and are only available for Covered Product. You have no right to use the firmware maintenance updates for any other product or purpose. Your use of firmware maintenance updates shall be subject to the terms and conditions, including but not limited to restrictions on transferability, set forth in ENTERASYS’ License Agreement that came with the product you purchased. Your use of a firmware upgrade constitutes your acceptance of the terms and conditions of the License Agreement. Copies of the License Agreement are available upon request. Firmware updates can only be installed on products purchased through authorized resellers and channels.
- iii. **Product Replacement.** Advance Product Replacement. During the warranty period, customers are entitled to advanced replacement for Covered Product. After reasonable diagnosis and troubleshooting, should ENTERASYS determine that the Product is non-functioning, ENTERASYS will use commercially reasonable efforts to advance replace the product, using replacement parts selected by ENTERASYS.
 - a. Requests for advanced replacements shall be made to ENTERASYS’ GTAC. You must provide the Product description, serial number and any other required information for the product for which replacement is requested. After sufficient diagnosis and troubleshooting, the GTAC will confirm the existence of a defect and if a return is deemed appropriate by the GTAC, provide an RMA number to be used when returning the malfunctioning product. The replacement unit(s) will be delivered to the site of the product to be replaced per the customer’s request. The customer is responsible for returning the malfunctioning product

to ENTERASYS within seven (7) business days from the date the advanced replacement item was received. The returned product becomes ENTERASYS' property upon receipt.

- b. You shall return the replaced item to ENTERASYS in its original or comparable packaging sufficient to prevent damages in transit from electrostatic discharge, or other similar effect, and the RMA number must be clearly displayed on the packaging. You shall bear the risk of loss for any replaced item until it has been received at the ENTERASYS specified ship-to location. Any shipping fees, duties, taxes, or other similar charges associated with international shipment are your responsibility.
- c. If the replaced item is not returned within thirty (30) calendar days, (i) you shall be invoiced for the advanced replacement item(s) at ENTERASYS' then-prevailing standard list prices and (ii) the RMA will be cancelled.
- d. Advanced replacement timeframes are as follows: U.S. 48 contiguous states—same-day ship with next-business-day delivery when call received before noon EST; Rest of North America (including Alaska and Hawaii)—same-day ship when call received before noon EST; European Union—same-day ship when call received before noon Ireland time; Rest of World—next-business-day ship

D. General

- i. The warranties set forth in Sections A and B above, and the entitlements set forth in Section C above, are for the benefit of and shall apply only to the original End User of the Product.
- ii. ENTERASYS' warranties shall not apply to any Product or Licensed Material that has been damaged as a result of, or subjected to, accident, neglect, misuse, abuse, vandalism, riot, war, acts of terrorism, negligence in transportation or handling, failure of or surges in electric power, air conditioning, humidity control, flood, water, fire or smoke and heat damage, causes other than ordinary use, acts of God, or causes beyond ENTERASYS' control, or if the Product or Licensed Material was not properly maintained by End User during the warranty period.
- iii. There shall be no warranty or liability for any Products or Licensed Materials that have been modified by End User without ENTERASYS' prior written approval.
- iv. Replacement Products or Licensed Materials outside the scope of this warranty or with respect to Product(s) or Licensed Materials out-of-warranty will be furnished at the established charges of ENTERASYS then in effect.
- v. End User shall ensure that ENTERASYS will have full and free access to the Products and Licensed Materials at End User's site, if required.
- vi. ENTERASYS shall not be responsible for failure to replace Products or Licensed Materials due to causes beyond its control. ENTERASYS shall not be required to replace any Product or Licensed Material if it would be impractical for ENTERASYS personnel to do so because of unauthorized alterations to the Products or Licensed Materials or its unauthorized connection by mechanical or electrical means to another system or device.
- vii. ENTERASYS reserves the right to replace any defective Product with different or refurbished product with substantially the same functionality.
- viii. Actual delivery times may vary depending on specific End User location.

E. Limitation of Liability

- i. THESE WARRANTIES AND ENTERASYS' AND ITS AFFILIATES' LIABILITY AND END USER'S REMEDIES WITH RESPECT THERETO, AS SET FORTH HEREIN, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, REMEDIES, EXPRESS OR IMPLIED, INCLUDING ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM NEGLIGENCE OF ENTERASYS OR ITS AFFILIATES, ACTUAL OR IMPUTED, AND NO WARRANTIES, EXPRESS OR IMPLIED REPRESENTATIONS, PROMISES OR STATEMENTS HAVE BEEN MADE BY ENTERASYS OR ITS AFFILIATES UNLESS CONTAINED IN THIS AGREEMENT. NO WARRANTY, EXPRESS OR IMPLIED, IS MADE HEREIN THAT THE LICENSED MATERIALS, PRODUCTS OR ANY PARTS ARE MERCHANTABLE, OR FIT OR SUITABLE FOR THE PARTICULAR PURPOSES FOR WHICH THE LICENSED MATERIALS, PRODUCTS OR PARTS MAY BE ACQUIRED BY END USER. IN NO EVENT SHALL ENTERASYS OR ITS AFFILIATES BE LIABLE TO END USER FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF DATA, OR PROFITS, WHETHER CLAIMED BY REASON OF BREACH OF WARRANTY OR OTHERWISE, AND WITHOUT REGARD TO THE FORM OF ACTION IN WHICH SUCH CLAIM IS MADE.
- ii. The Products and Licensed Materials are not specifically developed, or licensed for use in any nuclear, aviation, mass transit, or medical applications or in any other inherently dangerous applications.
- iii. End User hereby agrees that ENTERASYS shall not be liable for any claims or damages arising from such use if End User uses the Products and/or Licensed Materials for such applications.
- iv. End User agrees to indemnify and hold ENTERASYS harmless from any claims for losses, costs, damages, or liability arising out of or in connection with the use of the Products and/or Licensed Materials in such applications.
- v. ENTERASYS PRODUCTS MAY INCLUDE OR BE BUNDLED WITH THIRD-PARTY PRODUCTS AND SOFTWARE. ANY WARRANTIES SET FORTH HEREIN DO NOT APPLY TO ANY SUCH THIRD-PARTY PRODUCTS OR SOFTWARE.
- vi. Notwithstanding anything contained herein to the contrary, the total maximum liability of ENTERASYS and its Affiliates under this warranty for the affected Product(s) and Licensed Materials is limited, at the option of ENTERASYS, to either:
 - a) ENTERASYS' use of reasonable efforts to repair any Product or Licensed Materials; or
 - b) ENTERASYS' use of reasonable efforts to replace any Product or Licensed Materials, or any shipment as to which any defect is claimed by End User and duly verified by ENTERASYS; or
 - c) The refund of the purchase price or license fee paid depreciated on a straight-line basis over a three (3) year period.

ENTERASYS NETWORKS, INC.

Service and Maintenance

Terms and Conditions

IF THERE IS A PRIOR WRITTEN AGREEMENT, EXECUTED BY DULY AUTHORIZED REPRESENTATIVES OF ENTERASYS AND YOU, TO THE EXTENT THAT THE TERMS OF THAT PRIOR AGREEMENT CONFLICT WITH THESE SERVICE AND MAINTENANCE TERMS AND CONDITIONS (THESE “TERMS”), THE TERMS OF THAT PRIOR WRITTEN AGREEMENT SHALL GOVERN ALL SERVICES (AS THAT TERM IS DEFINED BELOW). IN ALL OTHER INSTANCES, ALL OFFERS FOR SALE OF SERVICES ARE SUBJECT TO THESE TERMS, AND ANY PROPOSED ADDITIONS TO OR MODIFICATIONS MADE BY YOU ARE HEREBY EXPRESSLY REJECTED.

Terms and Conditions: SupportNet Technical Access, SupportNet Basic, SupportNet, SupportNet Premium, SupportNet On-site, SupportNet On-site Premium, and SupportNet Software Application Service

IMPORTANT—PLEASE READ: *Your right to receive the services (the “Services”) offered under the contract you purchased (the “Contract”) is conditioned upon your acceptance of the following terms and conditions (the “Terms,” and collectively with the Contract, the “Agreement”). By accepting Services from Enterasys, you are agreeing to be bound by these Terms and the Contract.*

1. SERVICE ENTITLEMENT.

Your site(s), associated SupportNet Service(s), product(s) and quantities delineated under the Contract (“Covered Product”) determine your entitlement to Services. You are responsible for reviewing the Contract to be sure that the information is accurate and complete. If you request (i) services, which are not outlined in the Agreement, or (ii) coverage for product(s), site(s) and quantities, including any third-party product, that is not listed on your Contract, such services or coverage may be provided on an “as available basis” and will be subject to additional fees. If there is any indication that support is being received on product for which the requirements of this Agreement have not been met, Enterasys reserves the right, upon reasonable notice, to perform an audit of your products and records. If Enterasys reasonably determines that unauthorized support is occurring, you may be charged the appropriate support fee as well as, without limitation, legal fees and audit fees and interest at the rate of one and a half percent (1 ½%) per month, calculated from the date on which unauthorized support was first received and compounded on each monthly anniversary date.

2. SERVICE TERM AND REGISTRATION.

- a. **Term.** The Enterasys SupportNet Services are provided for twelve (12) months or for the term contained in your SupportNet contract. Service must be purchased within sixty (60) days of the purchase of the Enterasys product to which they will be applied, or you may be charged a fee to inspect the product to determine its serviceability. You are responsible for all inspection and associated costs, including travel and related expenses, performed outside a fifty (50) mile radius of an Enterasys location.
- b. **Registration.** To establish service entitlement for Covered Product, you must identify a Contract Administrator to manage your Contract online (including initial product registration) and you must register all Covered Product serial numbers, site(s), and other required identifying information on Enterasys’ product registration Web page: <https://epartners.enterasys.com/Cultures/en-US/Enterasys/Support/SCM/> (“Product Registration”). Promptly after Product Registration on our Website, Enterasys will use commercially reasonable efforts to stock appropriate depots to fulfill service levels. Only Enterasys products purchased directly from Enterasys or an Enterasys authorized distributor or other Enterasys authorized partner are eligible for Product Registration.

3. SERVICE PROVIDED.

(SupportNet Technical Access, SupportNet, SupportNet Premium, SupportNet On-site, SupportNet On-site Premium, and SupportNet Software Application Service)

- a. **Bundled Product:** If you purchase a bundled product that includes software, and you purchase support, Software Application Service terms also apply. Not all components of a bundled product may be eligible for service.
- b. **All Service Levels:**
 - i. **Telephone Support:** You will have access to Enterasys’ Global Technical Assistance Center (“GTAC”) 24 hours a day, seven days a week for assistance with troubleshooting, Return Material Authorization (“RMA”) requests, post-implementation, and configuration questions. To contact the Enterasys GTAC, please refer to the phone numbers listed at <http://www.enterasys.com/support/> for your region.
 - ii. **Web Support:** You may access Enterasys’ Web support at www.enterasys.com/support, which includes access to the Technical Knowledgebase and an on-line request form for inquiries that are not time sensitive. To access Enterasys’ restricted Web-based Services, you must first establish a Web account at the Enterasys support site.
- c. **SupportNet Technical Access, SupportNet Basic, SupportNet Premium, SupportNet On-site, and SupportNet On-site Premium Service Levels:**
 - i. **Firmware Upgrades:** You are entitled to receive any firmware upgrades that Enterasys may develop and generally release with respect to any Covered Product. Firmware upgrades may be obtained either by contacting Enterasys’ GTAC or through Enterasys’ Website after establishing a Web account and are only available for Covered Product that is registered. You have no right to use the firmware upgrades for any other product or purpose. Your use of firmware upgrades shall be subject to the terms and conditions, including but not limited to restrictions on transferability, set forth in Enterasys’ Program License Agreement that came with the Covered Product you purchased. Your use of a firmware upgrade constitutes your acceptance of the terms and conditions of the Program License Agreement. Copies of the Program License Agreement are available upon request.
- d. **SupportNet, SupportNet Premium, SupportNet On-site, and SupportNet On-site Premium Service Levels:**
 - i. **Advanced Replacement:** You are entitled to advanced replacement for Covered Product. After reasonable diagnosis and troubleshooting, should Enterasys determine that Covered Product is non-functioning, Enterasys will use commercially

reasonable efforts to advance replace Covered Product within the purchased response time, using replacement parts selected by Enterasys. See Table 1 for response times and diagnosis requirements.

1. Requests for advanced replacements shall be made to Enterasys' GTAC. You must provide the Contract number, Covered Product description, serial number and any other required information for the product for which replacement is requested. After sufficient diagnosis and troubleshooting, the GTAC will confirm the existence of a defect and if a return is deemed appropriate by the GTAC, provide an RMA number to be used when returning the malfunctioning Covered Product. The replacement unit(s) will be delivered to the site of the Covered Product to be replaced as registered on the Website and identified in the Contract. If the Covered Product is advance replaced, you are responsible for returning the malfunctioning Covered Product to Enterasys within seven (7) business days from the date the advanced replacement item was received. The returned Covered Product becomes Enterasys' property upon receipt.
2. You shall return the replaced item to Enterasys in its original or comparable packaging sufficient to prevent damages in transit from electrostatic discharge, or other similar effect, and the RMA number must be clearly displayed on the packaging. You shall bear the risk of loss for any replaced item until it has been received at the Enterasys specified ship-to location. Any shipping fees, duties, taxes, or other similar charges associated with international shipment are your responsibility.
3. If the replaced item is not returned within thirty (30) calendar days, (i) you shall be invoiced for the advanced replacement item(s) at Enterasys' then-prevailing standard list prices and (ii) the RMA will be cancelled.

e. SupportNet On-site and SupportNet On-site Premium Service Levels:

- i. On-Site Response: If you experience network problems related to the use of any Covered Product that cannot be resolved by the GTAC, and Enterasys and you jointly determine that on-site service is needed, Enterasys shall dispatch a network engineer to the Covered Product site. The network engineer's response time shall correspond with the response time you purchased and must coincide with the level of advanced replacement entitlement selected. For response times see Table 1.
 1. You must provide Enterasys full access to the network and all necessary facilities.
 2. If the issue is related to a non-Enterasys product, you may be charged Enterasys' then standard time and materials rates for such services.

f. Software Application Service:

- i. Software Updates and Upgrades: Enterasys will provide updates and upgrades for the Covered Software Product(s) and all such updates and upgrades provided shall be deemed licensed pursuant to the End-User License Agreement. Upon request, Enterasys' GTAC will provide reasonable telephone assistance for the installation of updates and upgrades. Copies of the Program License Agreement are available upon request.
 1. To the extent practicable, and within a reasonable period of time, Enterasys shall endeavor to notify customers via the Enterasys' Support web page of any errors in any Covered Software Product(s). If it is determined that the error is due to a defect in the documentation, Enterasys reserves the right to correct the documentation and not to provide modification of the Software Product.
 2. Access to Enterasys' Signature Database for Intrusion Detection System ("IDS") software is also provided. If an IDS network sensor of customer detects an intrusion, it matches the detected packet against the Signature Database. If a match is found, the IDS network sensor reports the match to the IDS management console.

g. Extended Warranty:

- i. Telephone Support: You will have access to Enterasys' Global Technical Assistance Center ("GTAC") Monday through Friday, 9 a.m. to 5 p.m., customer's local time for assistance with troubleshooting, Return Material Authorization ("RMA") requests, post-implementation, and configuration questions. To contact the Enterasys GTAC, please refer to the phone numbers listed at <http://www.enterasys.com/support/> for your region.
- ii. Web Support: You may access Enterasys' Web support at www.enterasys.com/support, which includes access to the Technical Knowledgebase and an on-line request form for inquiries that are not time sensitive. To access Enterasys' restricted Web-based Services, you must first establish a Web account at the Enterasys support site.
- iii. Return to Factory Repair: You are entitled to "Return to Factory Repair" for Covered Product. If you desire to return a defective Covered Product for repair, you must notify Enterasys prior to returning the defective Covered Product and you may be required to troubleshoot the defective Covered Product with the GTAC to establish that the defective condition exists prior to receiving a Return Materials Authorization ("RMA"). Within 10 business days of the date of notification and determination that a defective condition exists, you will receive a RMA number, the location to which the defective Covered Product must be returned, and the method of transportation, which must be used to return the defective Covered Product. In no event will Enterasys accept any returned Covered Product that does not have a valid RMA number.
 1. When a Covered Product in need of repair is not located at the site you designated at Contract initiation and Product Registration, Enterasys reserves the right to charge Enterasys' standard rates for the repair of that Covered Product.
 2. You are responsible for removing any add-on hardware and making backup copies of any operating software, as these may be lost or damaged in the repair process. The defective Covered Product must be in the as-shipped condition, with the exception of the claimed defect, when returned for repair or replacement and must be returned in the original packaging, or its equivalent, to provide the same degree of protection from electrostatic discharge, or damage in transit. All returns must have the RMA number prominently displayed on the outside of the shipping carton.
 3. Within 30 business days of receipt of the defective Covered Product, Enterasys shall use reasonable commercial efforts to return ship the repaired Covered Product or a replacement. Returned Covered Products shall be repaired or replaced in Enterasys' sole discretion. You are responsible for all freight, duties, taxes, and similar charges incurred

in returning a product for repair to Enterasys. Enterasys shall pay all freight incurred in returning the repaired product or its replacement to you, but you shall be responsible for any related duties, taxes, and similar charges.

4. Enterasys reserves the right to monitor your RMAs to determine "No Problem Found" rates ("NPFs") and identify products returned for repair requiring only a firmware upgrade. You will be notified if Enterasys determines, in its sole discretion, that the return rate reaches unacceptable levels. Upon such notification, you shall participate in a consultative meeting to discuss the findings. If you refuse, or are unable to meet, within a reasonable time, as determined in Enterasys' sole discretion, you will be billed twenty-five percent (25%) of Enterasys' then prevailing list price plus all shipping and handling charges for any returned Covered Products for which no problem is found or for which only a firmware upgrade was required.

4. SERVICE RESTRICTIONS.

Restrictions on your service entitlement include the following:

- a. To facilitate dial-in diagnostic capability by Enterasys' GTAC, you must provide an operational standards-based modem and all necessary authorizations to enable remote access by the GTAC.
- b. Geographic restrictions may prohibit Enterasys from offering all service options in certain areas. Enterasys reserves the right to refuse requests for service in such areas.
- c. When Enterasys ships replacement products, you are responsible for identifying any damage in transit and notifying the shipping company.
- d. If you choose any premium level of support (i.e. SupportNet Premium and SupportNet Onsite Premium), all supported devices at a single installation location (defined as a single physical location or address) must be covered under the same premium level, regardless of the number of maintenance agreements effective for that location.

5. SERVICES EXCLUDED.

The following services are not provided by Enterasys:

- a. Any customization or installation of hardware or software, or any visits to your site. Should you request services not included in the service level purchased, you must provide a purchase order or credit card information covering time and materials prior to Enterasys dispatching an engineer or otherwise providing such excluded services.
- b. Support or replacement of a product that is altered, modified, mishandled, destroyed, damaged by natural causes, electrical power, abnormalities or environmental conditions, or damaged due to a negligent or willful act or omission or use other than as specified in Enterasys' specifications, or resolution of product problems resulting from third party-products or causes beyond Enterasys' control.
- c. Services not included in your Contract and support or replacement of products not included in your Contract.

6. PAYMENT, RENEWAL FEES, TAXES, AND CUSTOMS REQUIREMENTS.

- a. Payment. Payment terms are net thirty (30) days from date of invoice. A finance charge at a compound rate of the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law shall accrue and be payable on all past due sums. You agree to reimburse Enterasys for all collection and legal fees incurred due to your late payment or failure to make payment. In the event, and to the extent, that you are not purchasing Services directly from Enterasys, the foregoing shall not apply; provided, however, that you acknowledge and agree that Enterasys shall be entitled to, at its option, suspend its performance of Services hereunder or terminate this Agreement upon the provision of fourteen (14) days prior written notice in the event that (i) the party from whom you purchased Services is in default of its payment obligations to Enterasys with regard to your Contract; or (ii) you are in default of your payment obligations to such party. In either event, your sole recourse with respect to such suspension or termination of Services shall be against the party from whom you purchased the Services and you expressly release Enterasys from the same.
- b. Renewal Fees. You must renew your Contract prior to its expiration or Enterasys will have the right to charge a reinstatement fee of fifteen percent (15%) of the renewal fee. Enterasys may, in its discretion, change its support Service availability and fee for a Contract upon its renewal.
- c. Taxes. You are liable for any taxes, public charges, tariffs and export and import duties however designated, and any interest and penalties thereon, arising from the Contract or on the Service or use of any products, or any action taken hereunder, exclusive of taxes based upon Enterasys' net or gross income. Any such charges shall be in addition to charges specified for support services provided hereunder. To the extent that you are tax exempt, this Section shall not apply.
- d. Customs Requirements. You must meet any customs requirements necessary for importation of replacement products hereunder, including payment of import duties, taxes, and fees (including storage) where applicable and securing any import documentation required (including, but not limited to, import permits and licenses) before requesting replacement products within countries in which Enterasys does not maintain a stock of replacement product. Enterasys is not responsible for delays due to customs, duties, or other local governmental or administrative imposed restrictions on the importation of products to countries in which Enterasys does not maintain a stock of replacement product.

7. LIMITED WARRANTY.

You must notify Enterasys promptly of any claimed breach of warranty and your sole and exclusive remedy for any such breach shall be, at Enterasys' sole discretion, re-performance of the relevant Services or reimbursement of that portion of the fees paid in relation to such Services.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND PRODUCTS PROVIDED HEREUNDER ARE PROVIDED WITHOUT WARRANTY. NEITHER ENTERASYS NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF ANY KNOWLEDGE OF YOUR PARTICULAR NEEDS. NO REPRESENTATION OR WARRANTY,

INCLUDING BUT NOT LIMITED TO STATEMENTS OF CAPACITY, SUITABILITY FOR USE OR PERFORMANCE MADE BY ENTERASYS PERSONNEL SHALL BE CONSIDERED TO BE A WARRANTY BY ENTERASYS, FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF ENTERASYS WHATSOEVER. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED BY APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS AFTER DELIVERY OF THE SERVICE OR PRODUCT, AS THE CASE MAY BE, TO YOU.

8. LIMITATION OF LIABILITY.

IN NO EVENT SHALL ENTERASYS OR ITS AFFILIATES, DISTRIBUTORS, RESELLERS, OTHER PARTNERS, SUPPLIERS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES (COLLECTIVELY, "RELEASED PARTIES") BE LIABLE TO YOU FOR ANY (I) INDIRECT, INCIDENTAL, SPECIAL, PUNATIVE, OR CONSEQUENTIAL DAMAGES, OR (II) LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF DATA, MESSAGES OR USE. THE FOREGOING LIMITATION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT AND EVEN IF ENTERASYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RELEASED PARTIES' AGGREGATE TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD FOR WHICH ANY FEE PAID RELATES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IS LIMITED TO THE AMOUNT PAID FOR PROVISION OF THE SERVICES IN RELATION TO THAT PERIOD.

9. FORCE MAJEURE.

Enterasys shall not be liable or deemed in default for any delay in performance under the Agreement resulting directly or indirectly from acts of God, war, insurrection, national emergency, fires, strikes, labor disputes, or any other cause beyond the reasonable control of Enterasys.

10. TERMINATION.

The Agreement may be terminated by Enterasys:

- a. Immediately if you (i) breach any term herein and fail to cure such breach within thirty (30) days of written notice of such breach, (ii) become insolvent, file bankruptcy or have a receiver or other similar officer appointed, or (iii) undergo a change in ownership or control.
- b. Upon fourteen (14) calendar days' prior written notice if Enterasys determines, in its sole discretion, that you are detrimentally affecting Enterasys' ability to adequately support you by refusing or neglecting to (i) implement Enterasys' recommendations for corrective action to resolve any on-going problem or (ii) install updates or upgrades. In such event, previously paid support services fees shall not be refunded.
- c. Upon five (5) calendar days' prior written notice in the event you do not pay applicable support services fees or any other monies due to Enterasys in full within thirty (30) days of Enterasys' invoice.

You may only terminate the Agreement:

- a. If Enterasys materially fails to perform in accordance with these terms and conditions, and such failure is not cured within thirty (30) days of written notice of such failure. Upon any such termination, any unused previously paid support service fees shall be refunded to you on a pro-rata basis based on the number of months remaining under the Agreement.

11. CONFIDENTIAL INFORMATION.

Confidential information ("Information") means all business, technical, marketing and financial information, data, trade secrets, know-how, intellectual property, and computer programs of Enterasys and its suppliers whether clearly marked as confidential, proprietary or the like or not. You shall at all times, both during the term of the Agreement and thereafter, hold all Information in confidence and shall not disclose any Information to anyone except to those of your employees, agents, or contractors with a need to know for purposes of carrying out the Agreement and who are bound by obligations of confidentiality. Upon the expiration or termination of the Agreement, you shall return to Enterasys all Information (including any copies thereof) in your possession, custody, or control. You will indemnify Enterasys for any misuse of Information.

12. GENERAL.

- a. Export Controls. You acknowledge that the products, Services and other deliverables supplied to you hereunder are subject to export controls under the laws and regulations of the United States. You agree to comply with such laws and regulations governing use, export, re-export, and transfer of such products, Services and deliverables, and will obtain all required United States and local authorizations, permits, or licenses.
- b. Entire Agreement. The Agreement, including any attachments, constitutes the entire and only agreement between Enterasys and you with respect to the furnishing of Services for the Covered Products included on the Contract, and supersedes all prior or contemporaneous discussions, representations, understandings or agreements, whether oral or in writing, between the parties with respect to the subject matter of the Agreement. Unless otherwise expressly provided herein, no modifications to the Agreement or any attachments shall be binding on either party unless made in writing and signed by duly authorized representatives of both parties.
- c. Governing Law. The Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts. Any legal action brought pursuant to the Agreement shall be brought only in the State or Federal courts of Massachusetts and shall be initiated within a period of one (1) year following the discovery by the party bringing such action of the event giving rise to the cause of action. Both parties waive any objection to the personal jurisdiction of such courts.
- d. Waiver. The waiver by either party of a breach of any of the terms and conditions of the Agreement must be in writing and will not be construed as a waiver of any subsequent breach of such term or condition or the waiver of the provision itself. A party's performance after the other party's breach shall not be construed as a waiver of that breach.
- e. Assignment. This Agreement shall inure to the benefit of the parties' successors and assigns. You may not assign or otherwise transfer, in whole or in part, the Agreement without the prior written consent of Enterasys. Enterasys may assign or otherwise transfer

the Agreement in its sole discretion.

- f. Severability. In the event that any of the terms of the Agreement become or are declared to be illegal or otherwise unenforceable by a court of competent jurisdiction, such terms shall be null and void but all remaining terms shall remain in full force and in effect.
- g. Notices. Any notices given hereunder must be in writing and shall be effective upon mailing if mailed via certified mail or overnight courier or upon transmission if transmitted via facsimile or electronic mail.

13. AUTHORIZATION.

The individual accepting the terms and conditions of the Agreement acknowledges that he/she is an authorized representative and has read and agrees to the terms and conditions of the Agreement.

Table 1: Advanced Replacement and On-Site Response Levels

Response Time	Enterasys Diagnosis Required by
SupportNet: Next-Business-Day response (Business Day refers to Monday-Friday 8:00 a.m. to 5:00 p.m. excluding Enterasys recognized holidays) (“Next Business Day”)	United States of America and Canada—5:00 p.m. Local Customer Time
	European Locations—5:00 p.m. Central European Time
	Asia Pacific Locations—4:00 p.m. Local Customer Time
	South American Locations and Mexico—5:00 p.m. Eastern Standard Time
SupportNet Premium: Around-the-Clock response, 4-hour or 2-hour response time. Not available in all locations. (“Round The Clock”)	United States of America, Canada, Mexico, South America, European Locations, and Asia Pacific Locations—no deadline requirement for diagnosis.

EXHIBIT F, SUPPLIER CONTRACT ADDENDUM

The Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia, and Enterasys Networks, Inc. ("Supplier"), a business incorporated in the state of Delaware, F.E.I.N. 04-2797263, having its principal place of business at 50 Minuteman Road, Andover, Massachusetts 01810, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contract, "Enterasys Networks, Inc. Software License Agreement" (revised 4/21/03), provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contract.

Supplier represents and warrants that it is a corporation authorized to do in Virginia the business provided for in this contract.

This contract is executed by VITA on behalf of all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, and hereinafter referred to as "Authorized Users."

As used herein, the term "EULA" (end user licensing agreement) shall mean the Supplier's standard form contract, as found in Attachment A to this addendum, and any and all exhibits and attachments thereto. The term "You," as used in the EULA, shall mean any Authorized User and its officers, directors, agents and employees. The term "internal use" shall mean use of the Licensed Materials by or on behalf of the Commonwealth.

Supplier's standard form contract is, with the exceptions noted herein, acceptable to VITA. Nonetheless, because certain standard clauses that may appear in Supplier's standard form contract cannot be accepted by VITA, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract, none of the following shall have any effect or be enforceable against any Authorized User, its officers, employees or agents:

- a). Requiring any Authorized User to maintain any type of insurance either for such Authorized User's benefit or for Supplier's benefit;
- b). Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
- c). Requiring or stating that the terms of the attached Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
- d). Requiring any Authorized User, its officers, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
- e). Imposing interest charges contrary to that specified by §2.2-4347 et seq. of the Code of Virginia;
- f). Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than the Commonwealth of Virginia;
- g). Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Authorized User, its officers, employees or agents if the contract is terminated before its ordinary period;
- h). Requiring any Authorized User to pay any penalties or damages other than those imposed by a court of the Commonwealth of Virginia or pursuant to a settlement approved by such Authorized User's attorney of record;

- i). Requiring that the contract be “accepted” or endorsed by the home office or by any other officer subsequent to execution by an official of VITA before the contract is considered in effect;
- j). Delaying the acceptance of the contract or its effective date beyond the date of execution;
- k). Limiting or adding to the time period within which claims can be made or actions can be brought;
- l). Limiting the liability of Supplier for property damage or personal injury;
- m). Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of any Authorized User;
- n). Permitting unilateral modification of the contract by Supplier;
- o). Permitting termination by Supplier of the contract, in whole or in part, or any license(s) granted hereunder, except pursuant to an order of a court of the Commonwealth of Virginia;
- p). Permitting modification or replacement of the EULA pursuant to any new release, update or upgrade of the Licensed Materials;
- q). Binding any Authorized User, its officers, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
- r). Obligating any Authorized User, its officers, employees or agents to pay costs of collection, enforcement, or attorney’s fees;
- s). Limiting selection and approval of counsel and approval of any settlement in any claim arising under the EULA and in which any Authorized User, its officers, employees or agents is a named party;
- t). Granting Supplier a security interest in property of any Authorized User, its officers, employees or agents;
- u). Granting Supplier or an agent of Supplier the right to audit or examine any Authorized User’s books, records, or accounts;
- v). Prohibiting VITA or any Authorized User from assigning to any entity the contract or any license to the Licensed Materials pursuant to the contract;
- w). Permitting Supplier to assign, subcontract, delegate or otherwise convey the EULA and this Addendum, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA; and,
- x). Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of VITA to bestow or incur on behalf of the Commonwealth of Virginia.

The parties further agree as follows:

- i). The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference:
http://www.vita.virginia.gov/procurement/documents/terms_05-06sw.pdf
The contractual claims provision §2.2-4363 of the Code of Virginia is also incorporated by reference.
- i). The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods

are expressly disclaimed. UCITA shall apply to the contract only to the extent required by §59.1-501.15 of the Code of Virginia.

- ii). Supplier shall comply with all applicable federal, state, and local laws, regulations, and ordinances.
- iii). The Commonwealth is tax exempt and shall not be responsible for payment of taxes, duties, or penalties.
- iv). Supplier warrants that it is the owner of the Licensed Materials or otherwise has the right to grant to all Authorized Users the license to use the Licensed Materials granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- v). Supplier agrees to indemnify, defend and hold harmless any Authorized User, its officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) breach of any representation, warranty or covenant of Supplier contained herein, (iii) any defect in the Licensed Materials, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Licensed Materials. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Authorized User against whom the claim has been asserted.
- vi). An Authorized User may rely on independent contractors, acting on behalf of such Authorized User, to perform functions requiring the use of and access to the Supplier's Licensed Materials. Nothing in the Supplier's standard form contract shall limit such third parties' from using or accessing the Licensed Materials in order to perform such functions.
- vii). No Authorized User shall be required to execute the Enterasys Service and Maintenance Agreement referenced in the EULA. Supplier agrees that maintenance and service of Licensed Materials shall be provided to Authorized Users in accordance with Contract Number VA-060516-CABL between VITA and Supplier.

This contract, consisting of this VITA addendum and the attached Supplier's standard form contract, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract has been reviewed by staff of VITA. Its substantive terms are appropriate to the needs of VITA and sufficient funds have been allocated for its performance by VITA. This contract is subject to appropriations by the Virginia General Assembly.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Supplier

VITA

By: _____

(Signature)

Name: _____

(Print)

Title, Its: _____

Date: _____

By: _____

(Signature)

Name: _____

(Print)

Title, Its: _____

Date: _____

**ENTERASYS
NETWORKS™****ENTERASYS NETWORKS, INC.
SOFTWARE LICENSE AGREEMENT**

This document is an agreement ("Agreement") between You, the end user, and Enterasys Networks, Inc. ("Enterasys") that sets forth your rights and obligations with respect to the software contained in CD-ROM or other media. BY UTILIZING THE ENCLOSED PRODUCT, YOU ARE AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT, WHICH INCLUDES THE LICENSE AND THE LIMITATION OF WARRANTY AND DISCLAIMER OF LIABILITY. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, RETURN THE UNOPENED PRODUCT TO ENTERASYS OR YOUR DEALER, IF ANY, WITHIN TEN (10) DAYS FOLLOWING THE DATE OF RECEIPT FOR A FULL REFUND.

IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, CONTACT ENTERASYS NETWORKS, INC. (978) 684-1000. Attn: Legal Department.

Enterasys will grant You a non-transferable, nonexclusive license to use the enclosed machine-readable form of software (the "Licensed Software") and the accompanying documentation (the Licensed Software, the media embodying the Licensed Software, and the documentation are collectively referred to in this Agreement as the "Licensed Materials") on one single computer if You agree to the following terms and conditions:

1. TERM. This Agreement is effective from the date on which You open the package containing the Licensed Materials. You may terminate the Agreement at any time by destroying the Licensed Materials, together with all copies, modifications and merged portions in any form. The Agreement and your license to use the Licensed Materials will also terminate if You fail to comply with any term or condition herein.

2. GRANT OF SOFTWARE LICENSE. The license granted to You by Enterasys when You open this sealed package authorizes You to use the Licensed Software on any one, single computer only, or any replacement for that computer, for internal use only. A separate license, under a separate Software License Agreement, is required for any other computer on which You or another individual or employee intend to use the Licensed Software. YOU MAY NOT USE, COPY, OR MODIFY THE LICENSED MATERIALS, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

3. RESTRICTION AGAINST COPYING OR MODIFYING LICENSED MATERIALS. Except as expressly permitted in this Agreement, You may not copy or otherwise reproduce the Licensed Materials. In no event does the limited copying or reproduction permitted under this Agreement include the right to decompile, disassemble, electronically transfer, or reverse engineer the Licensed Software, or to translate the Licensed Software into another computer language.

The media embodying the Licensed Software may be copied by You, in whole or in part, into printed or machine readable form, in sufficient numbers only for backup or archival purposes, or to replace a worn or defective copy. However, You agree not to have more than two (2) copies of the Licensed Software in whole or in part, including the original media, in your possession for said purposes without Enterasys' prior written consent, and in no event shall You operate more than one copy of the Licensed Software. You may not copy or reproduce the documentation. You agree to maintain appropriate records of the location of the original media and all copies of the Licensed Software, in whole or in part, made by You. You may modify the machine-readable form of the Licensed Software for (1) your own internal use or (2) to merge the Licensed Software into other program material to form a modular work for your own use, provided that such work remains modular, but on termination of this Agreement, You are required to completely remove the Licensed Software from any such modular work. Any portion of the Licensed Software included in any such modular work shall be used only on a single computer for internal purposes and shall remain subject to all the terms and conditions of this Agreement.

You agree to include any copyright or other proprietary notice set forth on the label of the media embodying the Licensed Software on any copy of the Licensed Software in any form, in whole or in part, or on any modification of the Licensed Software or any such modular work containing the Licensed Software or any part thereof.

4. TITLE AND PROPRIETARY RIGHTS.

- (a) The Licensed Materials are copyrighted works and are the sole and exclusive property of Enterasys, any company or a division thereof which Enterasys controls or is controlled by, or which may result from the merger or consolidation with Enterasys (its "affiliates"), and/or their suppliers. This Agreement conveys a limited right to operate the Licensed Materials and shall not be construed to convey title to the Licensed Materials to You. There are no implied rights. You shall not sell, lease, transfer, sublicense, dispose of, or otherwise make available the Licensed Materials or any portion thereof, to any other party.

- (b) You further acknowledge that in the event of a breach of this Agreement, Enterasys shall suffer severe and irreparable damages for which monetary compensation alone will be inadequate. You therefore agree that in the event of a breach of this Agreement, Enterasys shall be entitled to monetary damages and its reasonable attorney's fees and costs in enforcing this Agreement, as well as injunctive relief to restrain such breach, in addition to any other remedies available to Enterasys.

5. PROTECTION AND SECURITY. You agree not to deliver or otherwise make available the Licensed Materials or any part thereof, including without limitation the object or source code (if provided) of the Licensed Software, to any party other than Enterasys or its employees, except for purposes specifically related to your use of the Licensed Software on a single computer as expressly provided in this Agreement, without the prior written consent of Enterasys. You agree to use your best efforts and take all reasonable steps to safeguard the Licensed Materials to ensure that no unauthorized personnel shall have access thereto and that no unauthorized copy, publication, disclosure, or distribution, in whole or in part, in any form shall be made, and You agree to notify Enterasys of any unauthorized use thereof. You acknowledge that the Licensed Materials contain valuable confidential information and trade secrets, and that unauthorized use, copying and/or disclosure thereof are harmful to Enterasys or its Affiliates and/or its software suppliers.

6. MAINTENANCE AND UPDATES. Updates and certain maintenance and support services, if any, shall be provided to You pursuant to the terms of a Enterasys Service and Maintenance Agreement, if Enterasys and You enter into such an agreement. Except as specifically set forth in such agreement, Enterasys shall not be under any obligation to provide Software Updates, modifications, or enhancements, or Software maintenance and support services to You.

7. DEFAULT AND TERMINATION. In the event that You shall fail to keep, observe, or perform any obligation under this Agreement, including a failure to pay any sums due to Enterasys, Enterasys may, in addition to any other remedies it may have under law, terminate the License and any other agreements between Enterasys and You.

- (a) Immediately after termination of the Agreement or if You have for any reason discontinued use of Software, You shall return to Enterasys the original and any copies of the Licensed Materials and remove the Licensed Software from any modular works made pursuant to Section 3, and certify in writing that through your best efforts and to the best of your knowledge the original and all copies of the terminated or discontinued Licensed Materials have been returned to Enterasys.

- (b) Sections 4, 5, 7, 8, 9, 10, 11, and 12 shall survive termination of this Agreement for any reason.

8. EXPORT REQUIREMENTS. You understand that Enterasys and its Affiliates are subject to regulation by agencies of the U.S. Government, including the U.S. Department of Commerce, which prohibit export or diversion of certain technical products to certain countries, unless a license to export the product is obtained from the U.S. Government or an exception from obtaining such license may be relied upon by the exporting party.

If the Licensed Materials are exported from the United States pursuant to the License Exception CIV under the U.S. Export Administration Regulations, You agree that You are a civil end user of the Licensed Materials and agree that You will use the Licensed Materials for civil end uses only and not for military purposes.

If the Licensed Materials are exported from the United States pursuant to the License Exception TSR under the U.S. Export Administration Regulations, in addition to the restriction on transfer set forth in Section 4 of this Agreement, You agree not to (i) reexport or release the Licensed Software, the source code for the Licensed Software or technology to a national of a country in Country Groups D:1 or E:2 (Albania, Armenia, Azerbaijan, Belarus, Bulgaria, Cambodia, Cuba, Estonia, Georgia, Iraq, Kazakhstan, Kyrgyzstan, Laos, Latvia, Libya, Lithuania, Moldova, North Korea, the People's Republic of China, Romania, Russia, Rwanda, Tajikistan, Turkmenistan, Ukraine, Uzbekistan, Vietnam, or such other countries as may be designated by the United States Government), (ii) export to Country Groups D:1 or E:2 (as defined herein) the direct product of the Licensed Software or the technology, if such foreign produced direct product is subject to national security controls as identified on the U.S. Commerce Control List, or (iii) if the direct product of the technology is a complete plant or any major component of a plant, export to Country Groups D:1 or E:2 the direct product of the plant or a major component thereof, if such foreign produced direct product is subject to national security controls as identified on the U.S. Commerce Control List or is subject to State Department controls under the U.S. Munitions List.

9. UNITED STATES GOVERNMENT RESTRICTED RIGHTS.

The enclosed Product (i) was developed solely at private expense; (ii) contains "restricted computer software" submitted with restricted rights in accordance with section 52.227-19 (a) through (d) of the Commercial Computer Software-Restricted Rights Clause and its successors, and (iii) in all respects is proprietary data belonging to Enterasys and/or its suppliers. For Department of Defense units, the Product is considered commercial computer software in accordance with DFARS section 227.7202-3 and its successors, and use, duplication, or disclosure by the Government is subject to restrictions set forth herein.

10. LIMITED WARRANTY AND LIMITATION OF LIABILITY.

The only warranty Enterasys makes to You in connection with this license of the Licensed Materials is that if the media on which the Licensed Software is recorded is defective, it will be replaced without charge, if Enterasys in good faith determines that the media and proof of payment of the license fee are returned to Enterasys or the dealer from whom it was obtained within ninety (90) days of the date of payment of the license fee.

NEITHER ENTERASYS NOR ITS AFFILIATES MAKE ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, WHICH ARE LICENSED "AS IS". THE LIMITED WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED, AND STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. ONLY TO THE EXTENT SUCH EXCLUSION OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF SUCH IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE LIMITED WARRANTY SET FORTH ABOVE. YOU ASSUME ALL RISK AS TO THE QUALITY, FUNCTION AND

PERFORMANCE OF THE LICENSED MATERIALS. IN NO EVENT WILL ENTERASYS OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE LICENSED MATERIALS BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA OR PROFITS OR FOR INABILITY TO USE THE LICENSED MATERIALS, TO ANY PARTY EVEN IF ENTERASYS OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ENTERASYS OR SUCH OTHER PARTY'S LIABILITY FOR ANY DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY EXCEED THE LICENSE FEE YOU PAID FOR THE LICENSED MATERIALS.

Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to You. This limited warranty gives You specific legal rights, and You may also have other rights which vary from state to state.

11. JURISDICTION. The rights and obligations of the parties to this Agreement shall be governed and construed in accordance with the laws and in the State and Federal courts of the Commonwealth of Massachusetts, without regard to its rules with respect to choice of law. You waive any objections to the personal jurisdiction and venue of such courts.

12. GENERAL.

- (a) This Agreement shall not be assignable by You without the express written consent of Enterasys. The rights of Enterasys and Your obligations under this Agreement shall inure to the benefit of Enterasys' assignees, licensors, and licensees.
- (b) Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.
- (c) The provisions of the Agreement are severable and if any one or more of the provisions hereof are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding on and enforceable by and between the parties hereto.
- (d) Enterasys' waiver of any right shall not constitute waiver of that right in future. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings, oral or written, are hereby expressly superseded and canceled. No purchase order shall supersede this Agreement.
- (e) Should You have any questions regarding this Agreement, You may contact Enterasys at the address set forth below. Any notice or other communication to be sent to Enterasys must be mailed by certified mail to the following address:

ENTERASYS NETWORKS, INC.
50 Minuteman Road
Andover, MA 01810
Attn: Manager - Legal Department

EXHIBIT G, ENTERASYS END OF PRODUCT SUPPORT POLICY

Objective

The purpose of the End of Service Life (EOSL) Policy is to clearly define Enterasys Networks' service and support policy for hardware and software products that have been discontinued. Any deviations from this policy require written approval from the Vice-President, Customer Advocacy.

Product Discontinuation (End of Product Life)

Enterasys considers a product discontinued when it can no longer be ordered from Enterasys. For many discontinued products, Enterasys will either migrate end-user customers to a more current revision of the same product or provide recommendations on a migration strategy.

An example of when Enterasys may elect to discontinue product is when the technical capabilities of the product have reached the end of their useful life in the marketplace. In this case, the logical strategy is to work with end-user customers to shift their investment from further revision of discontinued product toward migration to comparable new products. In some cases, this may include an upgrade or exchange promotion or some form of packaged migration services.

Enterasys communicates major product discontinuations to partners at least ninety (90) days prior to the discontinuation date. End-user customers may obtain the latest discontinuation information on Enterasys products by contacting Enterasys Global Services (refer to the [Global Technical Assistance Center home](#) for contact information). Enterasys customers with active service contracts will be proactively monitored for product discontinuations.

End of Service Life Policy

Enterasys' End of Service Life Policy becomes effective upon product discontinuation. This policy applies to Enterasys-manufactured product only (see section below on Third Party Product Support).

For discontinued software products, Enterasys shall provide full support on the current major release of the product plus one release back, including any minor releases or maintenance releases issued against the product, provided that the end-user customer continues to maintain an active service contract. An example of each type of release is as follows:

Major Release = V1.0 to V2.0

Minor Release = V1.1 to V1.2

Maintenance Release = V1.0x

For hardware products that were discontinued after January 1, 2005, Enterasys will continue to provide support for a period of five (5) years from the date of discontinuation, provided that the

end-user customer maintains an active service contract. Products that were discontinued prior to January 1, 2005 will remain on the previous three-year End of Service Life (EoSL) schedule, unless otherwise stated, and may include the following deliverables (specific level of support based on customer's service contract):

- **Extended Warranty:** 9 x 5 technical telephone support, return-to-factory service for repairs, and around-the-clock web access to the best information on repairs and other maintenance information.
- **Technical Access:** Unlimited access to technical expertise and ongoing technical enhancements through firmware upgrades. Includes 24 x 7 technical telephone support, return-to-factory service for repairs, firmware updates and web support.
- **Express Parts:** Provides all of the elements of Technical Access plus a full range of advanced parts replacement services, including next-business-day, same-business-day, and around-the-clock services.
- **On-Site Response:** Provides all the features of Express Parts as well as the services of a skilled, Enterasys-authorized engineer to ensure fast, expert repairs.

Once a product has been discontinued, renewals of subsequent service contracts may be limited to reduced levels of support, and the product may no longer be eligible for engineering escalations. This information will be communicated as appropriate to impacted customers and partners.

Third Party Product Support

End of service life support for third party product may vary from Enterasys' standard End of Service Life policy, depending on the specific product and associated agreement that Enterasys has with the product manufacturer. Enterasys shall endeavor to communicate any deviations from the standard policy for third party product as appropriate to impacted Enterasys customers and partners.

Policy Exceptions

There may be scenarios or requirements that exist where Enterasys will need to provide support beyond the stated End of Service Life Policy (e.g., specific customer or geography considerations). There are also cases where Enterasys has made contractual commitments for support periods that are longer than the stated five (5) year commitment. These exceptions will be reviewed on a case-by-case basis and resolved as appropriate.

Enterasys reserves the right, at its discretion, to continue providing support beyond the standard five-year service availability period. This support may consist of either full support or limited support. Enterasys will endeavor to communicate any exceptions to the standard policy as appropriate.

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
LAN Switching	4G4202-60	Distributed Forwarding Engine (Gold) with 60 10/100/1000Base-TX ports via RJ45	30	\$ 10,495.00	38%	\$ 6,821.75
LAN Switching	4G4282-41	Distributed Forwarding Engine (Gold) with 40 10/100/1000Base-TX ports via RJ45 and 1 Network Expansion Module (NEM) slot	30	\$ 9,495.00	38%	\$ 6,171.75
LAN Switching	4H4202-72	Distributed Forwarding Engine (Gold) with 72 10/100Base-TX ports via RJ45	30	\$ 9,495.00	38%	\$ 6,171.75
LAN Switching	4H4203-72	Distributed Forwarding Engine (Gold) with 72 10/100Base-TX ports via RJ21	30	\$ 9,495.00	38%	\$ 6,171.75
LAN Switching	4H4282-49	Distributed Forwarding Engine (Gold) with 48 10/100Base-TX ports via RJ45 and 1 Network Expansion Module (NEM) slot	30	\$ 8,495.00	38%	\$ 5,521.75
LAN Switching	4H4283-49	Distributed Forwarding Engine (Gold) with 48 10/100Base-TX ports via RJ21 and 1 Network Expansion Module (NEM) slot	30	\$ 8,495.00	38%	\$ 5,521.75
LAN Switching	4H4284-49	Distributed Forwarding Engine (Gold) with 48 100Base-FX ports via Multimode Fiber MTRJ and 1 Network Expansion Module (NEM) slot	30	\$ 19,995.00	38%	\$ 12,996.75
LAN Switching	4H4285-49	Distributed Forwarding Engine (Gold) with 48 10/100Base-TX PoE ports via RJ45 and 1 Network Expansion Module (NEM) slot	30	\$ 10,495.00	38%	\$ 6,821.75
LAN Switching	6C107	Matrix E7 Chassis	30	\$ 6,995.00	38%	\$ 4,546.75
LAN Switching	6C207-3	Matrix E7 and Matrix N7 1600 Watt AC Power Supply	30	\$ 1,995.00	38%	\$ 1,296.75
LAN Switching	6C407	Matrix E7 and Matrix N7 Fan Unit (Spare)	30	\$ 695.00	38%	\$ 451.75
LAN Switching	7C103	Matrix N3 Chassis	30	\$ 4,005.00	38%	\$ 2,603.25
LAN Switching	7C105-P	Matrix N5 POE Chassis	30	\$ 7,995.00	38%	\$ 5,196.75
LAN Switching	7C107	Matrix N7 Chassis	30	\$ 6,505.00	38%	\$ 4,228.25
LAN Switching	7C111	MATRIX N1 CHASSIS (SINGLE SLOT)	30	\$ 2,995.00	38%	\$ 1,946.75
LAN Switching	7C203-1	Matrix N3 863 Watt AC power supply	30	\$ 1,495.00	38%	\$ 971.75
LAN Switching	7C205-1	Matrix N5 1200W Watt AC Power Supply	30	\$ 1,995.00	38%	\$ 1,296.75
LAN Switching	7C403	Matrix N3 fan unit (Spare)	30	\$ 695.00	38%	\$ 451.75
LAN Switching	7C405	Matrix N5 Fan Unit (Spare)	30	\$ 895.00	38%	\$ 581.75
LAN Switching	7G4202-30	Distributed Forwarding Engine (Platinum) with 30 10/100/1000Base-TX ports via RJ45	30	\$ 14,995.00	38%	\$ 9,746.75

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
LAN Switching	7G4202-60	Distributed Forwarding Engine (Platinum) with 60 10/100/1000Base-TX ports via RJ45	30	\$ 20,995.00	38%	\$ 13,646.75
LAN Switching	7G4270-09	9 PORT MGBIC (FTM2 ONLY)	30	\$ 20,995.00	38%	\$ 13,646.75
LAN Switching	7G4270-10	Distributed Forwarding Engine (Platinum) with 10 1000Base-X ports via mini-GBIC	30	\$ 22,995.00	38%	\$ 14,946.75
LAN Switching	7G4270-12	Distributed Forwarding Engine (Platinum) with 12 1000Base-X ports via mini-GBIC	30	\$ 15,995.00	38%	\$ 10,396.75
LAN Switching	7G4280-19	Distributed Forwarding Engine (Platinum) with 18 1000Base-X ports via mini-GBIC and 1 Network Expansion Module (NEM) slot	30	\$ 24,995.00	38%	\$ 16,246.75
LAN Switching	7G4282-41	Distributed Forwarding Engine (Platinum) with 40 10/100/1000 Base-TX ports via RJ45 and 1 Network Expansion Module (NEM) slot	30	\$ 18,995.00	38%	\$ 12,346.75
LAN Switching	7G-6MGBIC-A	Network Expansion Module (NEM) with 6 1000Base-X ports via mini-GBIC	30	\$ 3,495.00	38%	\$ 2,271.75
LAN Switching	7H4202-72	Distributed Forwarding Engine (Platinum) with 72 10/100Base-TX ports via RJ45	30	\$ 13,995.00	38%	\$ 9,096.75
LAN Switching	7H4203-72	Distributed Forwarding Engine (Platinum) with 72 10/100Base-TX ports via RJ21	30	\$ 13,995.00	38%	\$ 9,096.75
LAN Switching	7H4284-49	Distributed Forwarding Engine (Platinum) with 48 100Base-FX ports via Multimode Fiber MTRJ and 1 Network Expansion Module (NEM) slot	30	\$ 22,995.00	38%	\$ 14,946.75
LAN Switching	7H4382-25	Distributed Forwarding Engine (Platinum) with 24 10/100Base-TX ports via RJ45 and 1 Network Expansion Module (NEM) slot (with Matrix E6/E7 backplane connectivity)	30	\$ 10,495.00	38%	\$ 6,821.75
LAN Switching	7H4382-49	Distributed Forwarding Engine (Platinum) with 48 10/100Base-TX ports via RJ45 and 1 Network Expansion Module (NEM) slot (with Matrix E7 backplane connectivity)	30	\$ 12,995.00	38%	\$ 8,446.75

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
LAN Switching	7H4383-49	Distributed Forwarding Engine (Platinum) with 48 10/100Base-TX ports via RJ21 and 1 Network Expansion Module (NEM) slot (with Matrix E7 backplane connectivity)	30	\$ 12,995.00	38%	\$ 8,446.75
LAN Switching	7H4385-49	Distributed Forwarding Engine (Platinum) with 48 10/100Base-TX PoE ports via RJ45 and 1 Network Expansion Module (NEM) slot (with Matrix E7 backplane connectivity)	30	\$ 14,995.00	38%	\$ 9,746.75
LAN Switching	7K4290-02	Distributed Forwarding Engine with 2 ports 10 Gigabit Ethernet via XENPAK	30	\$ 19,995.00	38%	\$ 12,996.75
LAN Switching	DFE-256MB-UGK	256 megabyte DRAM upgrade kit for Platinum and Gold DFEs	30	\$ 595.00	38%	\$ 386.75
LAN Switching	DFE-POE-CBL-2M	N-POE TO DFE POE CABLE - 2 METERS	30	\$ 200.00	38%	\$ 130.00
LAN Switching	E7-SYSTEM	Matrix E7 System Bundle including Chassis, Fan Tray and one Power Supply. (For North America Only)	30	\$ 8,990.00	38%	\$ 5,843.50
LAN Switching	E7-SYSTEM-R	Matrix E7 System Bundle including Chassis, Fan Tray and two Power Supplies. (For North America Only)	30	\$ 10,985.00	38%	\$ 7,140.25
LAN Switching	N3-SYSTEM	Matrix N3 System Bundle including Chassis, Fan Tray and one Power Supply.	30	\$ 5,495.00	38%	\$ 3,571.75
LAN Switching	N3-SYSTEM-R	Matrix N3 System Bundle including Chassis, Fan Tray and two Power Supplies.	30	\$ 6,995.00	38%	\$ 4,546.75
LAN Switching	N5-SYSTEM	Matrix N5 System Bundle including Chassis, Fan Tray and one chassis Power Supply.	30	\$ 9,495.00	38%	\$ 6,171.75
LAN Switching	N5-SYSTEM-R	Matrix N5 System Bundle including Chassis, Fan Tray and two chassis Power Supplies.	30	\$ 11,495.00	38%	\$ 7,471.75
LAN Switching	N7-SYSTEM	Matrix N7 System Bundle including Chassis, Fan Tray and one Power Supply.	30	\$ 8,495.00	38%	\$ 5,521.75
LAN Switching	N7-SYSTEM-R	Matrix N7 System Bundle including Chassis, Fan Tray and two Power Supplies.	30	\$ 10,495.00	38%	\$ 6,821.75

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
LAN Switching	N-EOS-L3	Enterasys Operating System Advanced Feature Package for Matrix N-Series Switches (Required for LS-NAT,PIM,OSPF,DVMRP and extended ACLs)	30	\$ 4,995.00	38%	\$ 3,246.75
LAN Switching	N-EOS-PPC	PORT CAPACITY UPGRADE-MATRIX N SERIES	30	\$ 7,000.00	38%	\$ 4,550.00
LAN Switching	N-EOS-PUC	CHASSIS USER CAPACITY UPGRADE-MATRIX N SERIES	30	\$ 20,000.00	38%	\$ 13,000.00
LAN Switching	N-EOS-RED	Enterasys Operating System (EOS) 1+1 High Availability upgrade for Matrix N-Series switches (with Gold DFE only)	30	\$ 12,995.00	38%	\$ 8,446.75
LAN Switching	N-POE	Matrix POE Power System	30	\$ 2,495.00	38%	\$ 1,621.75
LAN Switching	N-POE-1200W	Matrix POE 1200W Watt AC Power Supply	30	\$ 1,200.00	38%	\$ 780.00
LAN Switching	1G-2MGBIC	Expansion Module (for the Matrix E1 WS/GWS) with 2 Mini-GBIC slots	30	\$ 945.00	38%	\$ 614.25
LAN Switching	1G-2TX	2 Port 1000Base-T uplink	30	\$ 1,295.00	38%	\$ 841.75
LAN Switching	1G582-09	Matrix E1 Gigabit Distribution Switch with 6 1000Base-X ports via mini-GBIC and 3 expansion slots	30	\$ 5,995.00	38%	\$ 3,896.75
LAN Switching	1G587-09	Matrix E1 Gigabit Distribution Switch with 6 1000Base-X ports via mini-GBIC and 3 expansion slots	30	\$ 5,995.00	38%	\$ 3,896.75
LAN Switching	1H-16TX	16 Port 10/100 uplink	30	\$ 1,595.00	38%	\$ 1,036.75
LAN Switching	1H582-25	Matrix E1 Workgroup Switch with 24 10/100Base-TX ports via RJ45 and 1 expansion slot	30	\$ 2,295.00	38%	\$ 1,491.75
LAN Switching	1H582-51	Matrix E1 Workgroup Switch with 48 10/100Base-TX ports via RJ45 and 3 expansion slot	30	\$ 4,195.00	38%	\$ 2,726.75
LAN Switching	1H-8FX	8 port 100Base-FX expansion module for Matrix E1, MMF MTRJ connector	30	\$ 1,995.00	38%	\$ 1,296.75
LAN Switching	2G4072-52	N Standalone Series with 48 port 10/100/1000 Base-TX ports via RJ45 and 4 1000Base-X ports via mini-GBIC. Includes redundant internal power supplies.	30	\$ 16,500.00	38%	\$ 10,725.00
LAN Switching	C2CAB-5M	5 METER CLOSED LOOP STACK CABLE for SecureStack B2 or C2	30	\$ 450.00	38%	\$ 292.50
LAN Switching	C2CAB-LONG	SecureStack stacking cable for connecting the top switch to the bottom switch (1m)- can be used with C2 or B2	30	\$ 200.00	38%	\$ 130.00

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
LAN Switching	C2CAB-SHORT	SecureStack stacking cable for connecting adjacent switches (30 cm) - can be used with either B2 or C2	30	\$ 150.00	38%	\$ 97.50
LAN Switching	C2G124-24	SecureStack C2 with 24 10/100/1000 ports via RJ45 and 4 Mini-GBIC ports	30	\$ 4,995.00	38%	\$ 3,246.75
LAN Switching	C2G124-48	SecureStack C2 with 48 10/100/1000 ports via RJ45 and 4 Mini-GBIC ports	30	\$ 7,495.00	38%	\$ 4,871.75
LAN Switching	C2G124-48P	SecureStack C2 with 48 10/100/1000 Power over Ethernet ports via RJ45 and 4 Mini-GBIC ports	30	\$ 8,995.00	38%	\$ 5,846.75
LAN Switching	C2G134-24P	SecureStack C2 24port 10/100/1000 RJ-21 with Power Over Ethernet	30	\$ 8,995.00	38%	\$ 5,846.75
LAN Switching	C2G170-24	SecureStack C2 24PORT SFP switch	30	\$ 6,495.00	38%	\$ 4,221.75
LAN Switching	C2H124-48	SecureStack C2 with 48 10/100 ports via RJ45 and 4 Mini-GBIC ports	30	\$ 4,595.00	38%	\$ 2,986.75
LAN Switching	C2H124-48P	SecureStack C2 with 48 10/100 Power over Ethernet ports via RJ45 and 4 Mini-GBIC ports	30	\$ 6,995.00	38%	\$ 4,546.75
LAN Switching	C2K122-24	SecureStack C2 with 24 10/100/1000 ports via RJ45 and two 10 Gigabit XFP ports	30	\$ 15,995.00	38%	\$ 10,396.75
LAN Switching	C2L3-LIC	SecureStack C2 Enhanced Layer 3 Routing License (OSPF, PIM, DVMRP, VRRP)	30	\$ 2,995.00	38%	\$ 1,946.75
LAN Switching	C2RPS-CHAS2	2 SLOT RPS CHASSIS	30	\$ 150.00	38%	\$ 97.50
LAN Switching	C2RPS-CHAS8	Matrix C2 RPS Chassis supporting up to 8 C2RPS-PSMs	30	\$ 395.00	38%	\$ 256.75
LAN Switching	C2RPS-POE	Matrix C2 500 watt Redundant PoE Power Supply with one DC cable	30	\$ 995.00	38%	\$ 646.75
LAN Switching	C2RPS-PSM	Matrix C2 150 watt Redundant Non-PoE Power Supply with one DC cable	30	\$ 595.00	38%	\$ 386.75
LAN Switching	C2RPS-SYS	Matrix C2 RPS Chassis plus one C2RPS-PSM (chassis supports up to 8 C2RPS-PSMs)	30	\$ 995.00	38%	\$ 646.75
LAN Switching	A2H124-24	24 PORT 10/100 L2 SWITCH	30	\$ 625.00	38%	\$ 406.25
LAN Switching	A2H124-24FX	24 PORT 100FX L2 SWITCH	30	\$ 3,495.00	38%	\$ 2,271.75
LAN Switching	A2H124-24P	24 PORT L2 10/100 POE SWITCH	30	\$ 1,995.00	38%	\$ 1,296.75
LAN Switching	A2H124-48	48 PORT 10/100 L2 SWITCH	30	\$ 1,250.00	38%	\$ 812.50
LAN Switching	A2H124-48P	48-PORT 10/100 L2 POE SWITCH	30	\$ 2,395.00	38%	\$ 1,556.75
LAN Switching	B2G124-24	24-Port L2 10/100/1000 Ethernet Switch	30	\$ 2,495.00	38%	\$ 1,621.75
LAN Switching	B2G124-48	48-Port L2 10/100/1000 Ethernet Switch	30	\$ 4,295.00	38%	\$ 2,791.75
LAN Switching	B2G124-48P	48-Port L2 10/100/1000 Ethernet Switch with Power Over Ethernet	30	\$ 4,795.00	38%	\$ 3,116.75

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
LAN Switching	B2H124-48	48-Port L2 10/100 Ethernet Switch	30	\$ 1,995.00	38%	\$ 1,296.75
LAN Switching	B2H124-48P	48-Port L2 10/100 Ethernet Switch with Power Over Ethernet	30	\$ 3,495.00	38%	\$ 2,271.75
LAN Switching	B2POL-LIC	SECURITY POLICY UPGRADE	30	\$ 1,875.00	38%	\$ 1,218.75
LAN Switching	B2POL-LIC25	25 PACK OF B2POL-LIC POLICY LICENSES	30	\$ 37,500.00	38%	\$ 24,375.00
LAN Switching	B2POL-LIC50	50 PACK OF B2POL-LIC POLICY LICENSES	30	\$ 49,950.00	38%	\$ 32,467.50
LAN Switching	MGBIC-STACK	Matrix V2 Stacking module via MGBIC's	30	\$ 295.00	38%	\$ 191.75
LAN Switching	SSCON-CAB	CONSOLE CABLE FOR SECURESTACK A2, B2 OR C2	30	\$ 15.00	38%	\$ 9.75
LAN Switching	V2G112-2	Matrix V2 Uplink Module with 1 10/100/1000Base-TX "Combo" port via RJ-45 or mini-GBIC	30	\$ 395.00	38%	\$ 256.75
LAN Switching	V2G121-1	Matrix V2 Uplink Module with 1 1000Base-T port via RJ45	30	\$ 295.00	38%	\$ 191.75
LAN Switching	V2H124-24	Matrix V2 with 24 10/100Base-TX ports via RJ45 and 2 expansion slots	30	\$ 1,095.00	38%	\$ 711.75
LAN Switching	V2H124-24FX	Matrix V2 with 24 100Base-FX ports via MTRJ and 2 expansion slots	30	\$ 4,995.00	38%	\$ 3,246.75
LAN Switching	V2H124-24P	Matrix V2 24 port 10/100 Layer 2/3/4 Power over Ethernet Switch with 2 expansion slots	30	\$ 2,995.00	38%	\$ 1,946.75
LAN Switching	V2H124-24T	Matrix V2 with 24 10/100Base-TX ports via RJ45 and 2 1000Base-T ports via RJ45	30	\$ 1,195.00	38%	\$ 776.75
LAN Switching	V2H151-1M	Matrix V2 Uplink Module with 1 100Base-FX port via Multimode Fiber SC	30	\$ 595.00	38%	\$ 386.75
LAN Switching	V2H151-1S	Matrix V2 Uplink Module with 1 100Base-FX port via Singlemode Fiber SC	30	\$ 1,295.00	38%	\$ 841.75
LAN Switching	V2STACK-2	STACK CARD W/CABLE	30	\$ 295.00	38%	\$ 191.75
LAN Switching	VSER-RPU-SYS	Redundant Power Supply for the V2H124-24 & V2H124-24T supports up to 4 switches	30	\$ 1,800.00	38%	\$ 1,170.00
LAN Switching	GPIM-01	Gigabit ethernet Port Interface Module (GPIM), 1000BaseSX.	30	\$ 495.00	38%	\$ 321.75
LAN Switching	GPIM-02	Gigabit Ethernet Port Interface Module (GPIM) with 1 1000Base-T RJ45 port	30	\$ 395.00	38%	\$ 256.75
LAN Switching	GPIM-08	Long Haul GPIM (70Km)	30	\$ 6,995.00	38%	\$ 4,546.75
LAN Switching	GPIM-09	Gigabit ethernet Port Interface Module (GPIM), 1000BaseLX.	30	\$ 1,295.00	38%	\$ 841.75

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
LAN Switching	MGBIC-02	1000Base-T Mini GBIC w/ RJ45 connector	30	\$ 395.00	38%	\$ 256.75
LAN Switching	MGBIC-08	1000Base-LX/LH (70Km Long Haul) Mini GBIC. SMF via LC connector	30	\$ 4,995.00	38%	\$ 3,246.75
LAN Switching	MGBIC-LC01	1000Base-SX Mini GBIC w/LC connector	30	\$ 495.00	38%	\$ 321.75
LAN Switching	MGBIC-LC03	Mini-GBIC with 1000Base-LX/LH (long-haul 2 km) over multimode fiber via LC connector	30	\$ 795.00	38%	\$ 516.75
LAN Switching	MGBIC-LC09	1000Base-LX Mini GBIC w/LC connector	30	\$ 995.00	38%	\$ 646.75
LAN Switching	MGBIC-MT01	1000Base-SX Mini GBIC w/MTRJ connector	30	\$ 495.00	38%	\$ 321.75
LAN Routing	10GBASE-ER	10 Gigabit interface 1550nm, 9 micron SMF, SC connector for 40Km	30	\$ 15,995.00	35%	\$ 10,396.75
LAN Routing	10GBASE-ER-XFP	10 Gbe XFP Ext. Reach (40KM SMF) via LC	30	\$ 9,995.00	35%	\$ 6,496.75
LAN Routing	10GBASE-LR	10GbE 1310nm Serial optic, SMF (2-10Km) via SC connector	30	\$ 4,995.00	35%	\$ 3,246.75
LAN Routing	10GBASE-LR-XFP	10 Gbe XFP Long Reach (10KM SMF) via LC	30	\$ 3,995.00	35%	\$ 2,596.75
LAN Routing	10GBASE-LX4	10 Gigabit interface for 1310 nm 62.5 & 50 micron MMF, 300m and 240m or SMF 10Km, SC	30	\$ 10,995.00	35%	\$ 7,146.75
LAN Routing	10GBASE-SR	10 Gigabit interface for 850nm, 62.5 & 50 micron, MMF for 33m and 66m, SC	30	\$ 4,995.00	35%	\$ 3,246.75
LAN Routing	10GBASE-SR-XFP	10 Gbe XFP Short Reach (300m MMF) via LC	30	\$ 1,995.00	35%	\$ 1,296.75
LAN Routing	SSR-16	SSR 8600 16 slot base-system including chassis, backplane, modular fan, and a single switch fabric module (SSR-SF-16) Requires CM2 Control Module	30	\$ 9,995.00	35%	\$ 6,496.75
LAN Routing	SSR-449DTE-02	4 meter 2 lead cable and 2 male RS449 DTE (male) connectors	30	\$ 200.00	35%	\$ 130.00
LAN Routing	SSR-8	SmartSwitch Router (SSR) 8000. 8 slot base system, including chassis, backplane and modular fan.	30	\$ 4,395.00	35%	\$ 2,856.75
LAN Routing	SSR-CM4-256	Xpedition 8X00 CM4 w/ 256MB memory	30	\$ 16,995.00	35%	\$ 11,046.75
LAN Routing	SSR-FAN-16	SSR 8600 Fan Tray Module (Field Replacement Unit)	30	\$ 995.00	35%	\$ 646.75
LAN Routing	SSR-FAN-8	SSR 8000 fan tray module. (Field Replacement Unit)	30	\$ 495.00	35%	\$ 321.75
LAN Routing	SSR-GLX39-04	8X00 4 port 1000BASE LX	30	\$ 11,995.00	35%	\$ 7,796.75

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
LAN Routing	SSR-GSX31-04	8X00 4 port 1000BASE SX	30	\$ 8,995.00	35%	\$ 5,846.75
LAN Routing	SSR-GTX32-04	8X00 4 port 1000BASE TX	30	\$ 5,995.00	35%	\$ 3,896.75
LAN Routing	SSR-HTX32-16	SSR 8000/8600 16 port 10/100 TX Module	30	\$ 6,995.00	35%	\$ 4,546.75
LAN Routing	SSR-PS-16	Power Supply for the SmartSwitch Router (SSR) 8600.	30	\$ 2,995.00	35%	\$ 1,946.75
LAN Routing	SSR-PS-8	Power Supply Module for the SmartSwitch Router (SSR) 8000. Two may be used for load sharing redundancy.	30	\$ 1,595.00	35%	\$ 1,036.75
LAN Routing	SSR-SF-16	Switch fabric module for the SSR 8600. One module ships with the base system (SSR-16).	30	\$ 4,995.00	35%	\$ 3,246.75
LAN Routing	TL-L615P-USCORD	Twist Lock NEMAL615 plug for US 220VAC 15A Circuits	30	\$ 90.00	35%	\$ 58.50
LAN Routing	X16-C	16 Slot Matrix X16 Chassis, Spare	30	\$ 26,995.00	35%	\$ 17,546.75
LAN Routing	X16-CS	Matrix X16 Starter Pack which includes an 16 Slot Matrix X Chassis, 3 Fan Assy., 1 CM, 1 FM, 1 AC power supply, and 1 ENS Software License	30	\$ 62,995.00	35%	\$ 40,946.75
LAN Routing	X16-FM	MATRIX X16 FABRIC MODULE	30	\$ 16,995.00	35%	\$ 11,046.75
LAN Routing	X16-MBRKT	Matrix X16 Mid-Mount Bracket	30	\$ 395.00	35%	\$ 256.75
LAN Routing	X4-C	4 SLOT MATRIX X4 CHASSIS,SPARE	30	\$ 7,995.00	35%	\$ 5,196.75
LAN Routing	X4-CS	Matrix X Starter Pack including a 4 Slot Chassis, 2 Fan Assy., 1 CM, 1 FM, 1 AC power supply, and 1 ENS Software License	30	\$ 29,995.00	35%	\$ 19,496.75
LAN Routing	X4-FM	MATRIX X4 FABRIC MODULE	30	\$ 5,995.00	35%	\$ 3,896.75
LAN Routing	X4-MBRKT	MATRIX X4 MID MOUNT BRACKET	30	\$ 395.00	35%	\$ 256.75
LAN Routing	X8-C	8 Slot Matrix X8 Chassis, Spare	30	\$ 13,995.00	35%	\$ 9,096.75
LAN Routing	X8-CS	Matrix X Starter Pack which includes an 8 Slot Matrix X Chassis, 3 Fan Assy., 1 CM, 1 FM, 1 AC power supply, and 1 ENS Software License	30	\$ 43,995.00	35%	\$ 28,596.75
LAN Routing	X8-FM	MATRIX X8 FABRIC MODULE	30	\$ 9,995.00	35%	\$ 6,496.75
LAN Routing	X8-MBRKT	Matrix X8 Mid-Mount Bracket	30	\$ 395.00	35%	\$ 256.75
LAN Routing	X-AC	Matrix X AC POWER SUPPLY	30	\$ 1,495.00	35%	\$ 971.75
LAN Routing	X-CM-00	Matrix X Control Module	30	\$ 9,995.00	35%	\$ 6,496.75
LAN Routing	X-ENS-LIC	Matrix X Networking System License	30	\$ 9,995.00	35%	\$ 6,496.75
LAN Routing	X-FAN	MATRIX X FAN TRAY	30	\$ 1,295.00	35%	\$ 841.75
LAN Routing	X-G32-00	32 PORT 1000BASE-X SFP Matrix X IOM	30	\$ 22,995.00	35%	\$ 14,946.75
LAN Routing	X-M2-00	2 PORT 10GBASE-XFP MATRIX X IOM	30	\$ 19,995.00	35%	\$ 12,996.75

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
LAN Routing	XP-PCMCIA-32AT	32MB ATA memory for the Xpedition	30	\$ 1,095.00	35%	\$ 711.75
LAN Routing	XP-SYS-FW-32	X-Pedition System Firmware on a 32-MB ATA PCMCIA card	30	\$ 3,995.00	35%	\$ 2,596.75
LAN Routing	X-T32-00	32 PORT 10/100/1000 T RJ45 MATRIX X IOM	30	\$ 22,995.00	35%	\$ 14,946.75
WAN Routing	NIM-232-CAB-04	4 port RS232/EIA530 DTE serial cable for NIM-SER-xx	30	\$ 150.00	35%	\$ 97.50
WAN Routing	NIM-ADSL-AC-01	1 port ADSL NIM (Annex AC - POTS)	30	\$ 695.00	35%	\$ 451.75
WAN Routing	NIM-ADSL-B-01	1 port ADSL NIM (Annex B - ISDN)	30	\$ 695.00	35%	\$ 451.75
WAN Routing	NIM-BRI-ST-01	Single port ISDN BRI with S/T interface (European)	30	\$ 495.00	35%	\$ 321.75
WAN Routing	NIM-BRI-ST-02	Dual port ISDN BRI with S/T interface	30	\$ 695.00	35%	\$ 451.75
WAN Routing	NIM-CT1E1/PRI-1	1 Port Chan T1/E1 ISDN PRI with CSU/DSU	30	\$ 1,195.00	35%	\$ 776.75
WAN Routing	NIM-CT1E1/PRI-2	2 Port Chan T1/E1 ISDN PRI with CSU/DSU	30	\$ 1,995.00	35%	\$ 1,296.75
WAN Routing	NIM-CT1E1/PRI-4	4 Port Chan T1/E1 ISDN PRI with CSU/DSU	30	\$ 3,495.00	35%	\$ 2,271.75
WAN Routing	NIM-DBU1-CAB-04	4 port combination V.35 /RS232 DTE serial cable for NIM-SER-xx	30	\$ 175.00	35%	\$ 113.75
WAN Routing	NIM-DIRELAY-02	XSR drop and insert NIM	30	\$ 2,195.00	35%	\$ 1,426.75
WAN Routing	NIM-E1-COAX-BLN	G.703 Balun with 120-ohm UTP (RJ-45F) to 75W dual-BNC cables	30	\$ 125.00	35%	\$ 81.25
WAN Routing	NIM-ETHR-01	One port 10/100 Copper ethernet network interface module for the XSR platform	30	\$ 395.00	35%	\$ 256.75
WAN Routing	NIM-FIBR-01	One port fx 100 multi mode fiber network interface module for the XSR platform	30	\$ 595.00	35%	\$ 386.75
WAN Routing	NIM-SER-02	2 Port High speed serial NIM	30	\$ 695.00	35%	\$ 451.75
WAN Routing	NIM-SER-04	4 Port High speed serial NIM	30	\$ 1,095.00	35%	\$ 711.75
WAN Routing	NIM-T1/E1-01	1 Port Fractional T1/E1 DSU/CSU NIM	30	\$ 795.00	35%	\$ 516.75
WAN Routing	NIM-T1/E1-02	2 Port Fractional T1/E1 DSU/CSU NIM	30	\$ 1,395.00	35%	\$ 906.75
WAN Routing	NIM-T1/E1-04	4 Port Fractional T1/E1 DSU/CSU NIM	30	\$ 2,495.00	35%	\$ 1,621.75
WAN Routing	NIM-T3/E3-01	1 port fractional T3/E3 NIM with integrated CSU/DSU	30	\$ 7,995.00	35%	\$ 5,196.75
WAN Routing	NIM-V35-CAB-04	4 port V.35 DTE serial cable for NIM-SER-xx	30	\$ 150.00	35%	\$ 97.50
WAN Routing	NIM-X21-CAB-04	4 port X.21 DTE serial cable for NIM-SER-xx	30	\$ 150.00	35%	\$ 97.50
WAN Routing	XSR-128MB-MEM	128 Mb Memory upgrade for XSR-1850	30	\$ 995.00	35%	\$ 646.75

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
WAN Routing	XSR-1805	XSR Security Router, incl. EOS IP Routing, 2 10/100 ports, 2 WAN slots, VPN accelerator, 8MB Flash, 32MB DRAM, (VPN sold separately).	30	\$ 995.00	35%	\$ 646.75
WAN Routing	XSR-1805-RKMT	XSR-1805 rackmount kit	30	\$ 149.00	35%	\$ 96.85
WAN Routing	XSR-1850	XSR Security Router, incl. EOS IP Routing, 2 10/100 ports, 2 WAN slots, rack mount, VPN accelerator, 8MB Flash, 64MB DRAM, (VPN sold separately)	30	\$ 2,495.00	35%	\$ 1,621.75
WAN Routing	XSR-1850-VPN	XSR Security Router, incl. EOS IP Routing, VPN, 2 10/100 ports, 2 WAN slots, rack mount, VPN accelerator, 8MB Flash, 64MB DRAM	30	\$ 3,195.00	35%	\$ 2,076.75
WAN Routing	XSR-18XX-FW	Firewall Code upgrade for XSR1800 series	30	\$ 695.00	35%	\$ 451.75
WAN Routing	XSR-18XX-VPN	VPN Code upgrade for XSR 1800 series	30	\$ 995.00	35%	\$ 646.75
WAN Routing	XSR-18XX-VPN-FW	VPN & Firewall code upgrade for XSR1800 series	30	\$ 1,595.00	35%	\$ 1,036.75
WAN Routing	XSR-3020	XSR Security Router with 3 10/100/1000 ethernet LAN interfaces, 2 NIM slots, 128 MB DRAM and dedicated VPN accelerator.	30	\$ 5,995.00	35%	\$ 3,896.75
WAN Routing	XSR-3020-FW	Firewall feature set for XSR-3020	30	\$ 1,195.00	35%	\$ 776.75
WAN Routing	XSR-3020-VPN	VPN feature set for XSR-3020 Series Security Routers	30	\$ 2,495.00	35%	\$ 1,621.75
WAN Routing	XSR-3020-VPN-FW	VPN and Firewall feature set bundle for XSR-3020	30	\$ 3,295.00	35%	\$ 2,141.75
WAN Routing	XSR-3150	XSR Security Router with 3 10/100/1000 ethernet LAN interfaces, 2 NIM slots, 256 MB DRAM and dedicated VPN accelerator.	30	\$ 7,195.00	35%	\$ 4,676.75
WAN Routing	XSR-3250	XSR Security Router with 3 10/100/1000 ethernet LAN interfaces, 6 NIM slots, 256 MB DRAM and dedicated VPN accelerator	30	\$ 9,995.00	35%	\$ 6,496.75
WAN Routing	XSR-3XXX-FW	Firewall feature set for XSR-3150 and XSR-3250	30	\$ 1,495.00	35%	\$ 971.75
WAN Routing	XSR-3XXX-VPN	VPN feature set for XSR-3150 and XSR-3250	30	\$ 5,495.00	35%	\$ 3,571.75
WAN Routing	XSR-3XXX-VPN-FW	VPN and Firewall feature set bundle for XSR-3150 and XSR-3250	30	\$ 6,295.00	35%	\$ 4,091.75

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
WAN Routing	XSR-512MB-MEM	Upgrade to 512MB DRAM for the XSR-3150 and XSR-3250. Kit contains two 128MB memory cards (available with XSR Release 6.0)	30	\$ 1,595.00	35%	\$ 1,036.75
WAN Routing	XSR-64MB-MEM	64 Mb Memory upgrade for XSR 1805	30	\$ 595.00	35%	\$ 386.75
WAN Routing	XSR-NCC-250-4XX	NIM Carrier Card	30	\$ 595.00	35%	\$ 386.75
WAN Routing	XSR-RPC	XSR 1850 series Redundant power center, chassis and 1 pwr supply. Compatible w/XSR-1850 rev level OL or higher. European ESD restrictions to some older hardware revisions	30	\$ 1,195.00	35%	\$ 776.75
WAN Routing	XSR-RPOWER-1850	Redundant Power supply for XSR1850, up to 4 mount in XSR-RPC	30	\$ 500.00	35%	\$ 325.00
WAN Routing	XSR-UGK-FW	XSR-1800 series VPN upgrade to Firewall	30	\$ 695.00	35%	\$ 451.75
WAN Routing	XSR-UGK-VPN	XSR-1800 series Firewall upgrade to VPN	30	\$ 995.00	35%	\$ 646.75
Wireless	RBT-1002	RoamAbout AP 1002 for use with the Wireless Switch	30	\$ 449.00	25%	\$ 336.75
Wireless	RBT-1602	Thin AP with external connector for external antenna	30	\$ 549.00	25%	\$ 411.75
Wireless	RBT-4102	RoamAbout AP 4102 Standalone AP with External Antennas for North America ONLY.	30	\$ 699.00	25%	\$ 524.25
Wireless	RBT4K-AG-IA	Range Extender Antenna for the RBT-4102	30	\$ 99.00	25%	\$ 74.25
Wireless	RBT4K-AG-PT20F	20" Pigtail cable for the RBT-4102 with a Reverse SMA Female connector	30	\$ 49.00	25%	\$ 36.75
Wireless	RBT4K-AG-PT20M	20" Pigtail cable for the RBT-4102 with a Reverse SMA Female connector to Reverse N Male Connector	30	\$ 49.00	25%	\$ 36.75
Wireless	RBT-8100	RoamAbout Wireless Switch 8100 (supports 24 Access Point	30	\$ 6,495.00	25%	\$ 4,871.25
Wireless	RBT-8400	RoamAbout Wireless Switch 8400 - including 40 managed AP license, single PSU	30	\$ 11,995.00	25%	\$ 8,996.25
Wireless	RBT-8400-40	RoamAbout Wireless Switch 8400 - 40 AP License upgrade (40 to 80 or 80 to 120)	30	\$ 5,000.00	25%	\$ 3,750.00
Wireless	RBT-8400-80	RoamAbout Wireless Switch 8400 80 AP License upgrade (40 to 120)	30	\$ 10,000.00	25%	\$ 7,500.00
Wireless	RBT-8400-PSU	RoamAbout RBT-8400 Wireless Switch Spare Power Supply Unit	30	\$ 1,495.00	25%	\$ 1,121.25

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
Wireless	RBTBJ-AJ	RoamAbout 802.11 A/B/G Client PC Card for Japan only	30	\$ 89.00	25%	\$ 66.75
Wireless	RBTBJ-AW	RoamAbout 802.11a/b/g Client PC Card (worldwide, except Japan)	30	\$ 89.00	25%	\$ 66.75
Wireless	RBTBX-PC	RoamAbout PCI Carrier, 16 & 32 bit bus (requires a PC Radio Card)	30	\$ 63.20	25%	\$ 47.40
Wireless	RBTES-AG-LPM	RoamAbout Lightening Protector 2.4/5GHz Reverse N Male	30	\$ 109.00	25%	\$ 81.75
Wireless	RBTES-AH-M10M	RoamAbout 5.7-5.8GHz 10dB Omni Directional Reverse N Male	30	\$ 199.00	25%	\$ 149.25
Wireless	RBTES-AH-P23M	RoamAbout 5.7-5.8GHz 23dBi Panel Antenna Reverse N Male	30	\$ 329.00	25%	\$ 246.75
Wireless	RBTES-AM-M10M	RoamAbout 5.3GHz 10dBi Omni Directional Reverse N Male	30	\$ 199.00	25%	\$ 149.25
Wireless	RBTES-AW-S1590M	RoamAbout 4.9-5.9GHz 15dB/90 degree Sector Antenna Reverse N Male	30	\$ 695.00	25%	\$ 521.25
Wireless	RBTES-BG-M08M	RoamAbout 2.4GHz 8dBi Omni Directional Antenna Reverse N Male	30	\$ 229.00	25%	\$ 171.75
Wireless	RBTES-BG-P18M	RoamAbout 2.4GHz 18dBi Panel Antenna Reverse N Male	30	\$ 269.00	25%	\$ 201.75
Wireless	RBTES-BG-PAR24M	RoamAbout 2.4GHz 24dBi Parabolic Antenna Reverse N Male	30	\$ 299.00	25%	\$ 224.25
Wireless	RBTES-BG-S1490M	RoamAbout 2.4GHz 14dBi Sector Antenna Reverse N Male	30	\$ 299.00	25%	\$ 224.25
Wireless	RBTES-L200-C20F	20 feet of LMR200 cable with Reverse N Female Connector	30	\$ 89.00	25%	\$ 66.75
Wireless	RBTES-L400-C50F	50 feet of LMR400 cable with Reverse N Female Connector	30	\$ 119.00	25%	\$ 89.25
Wireless	RBTES-L400-C75F	75 feet of LMR400 cable with Reverse N Female Connector	30	\$ 139.00	25%	\$ 104.25
Wireless	RBTES-L600-C25F	25 feet of LOW Loss LMR600 cable with Reverse N Female Connector	30	\$ 199.00	25%	\$ 149.25
Wireless	RBTES-L600-C50F	50 feet of LOW Loss LMR600 cable with Reverse N Female Connector	30	\$ 249.00	25%	\$ 186.75
Wireless	RBT-NMS-200	RoamAbout Switch Manager (RASM)- supports up to 200 Access Points	30	\$ 7,995.00	25%	\$ 5,996.25
Wireless	RBT-NMS-50	RoamAbout Switch Manager (RASM)- supports up to 50 Access Points	30	\$ 1,995.00	25%	\$ 1,496.25
Wireless	RBT-NMS-50-UNL	RoamAbout Wireless Switch NMS upgrade from 50 AP to Unlimited AP support	30	\$ 13,995.00	25%	\$ 10,496.25

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
Wireless	RBT-NMS-UNL	RoamAbout Switch Management Software (RASM)- Unlimited number of Access Points	30	\$ 14,995.00	25%	\$ 11,246.25
Wireless	RBT-RFPLAN	RoamAbout Wireless RF Planning Tool	30	\$ 4,995.00	25%	\$ 3,746.25
Wireless	RBTSA-AA	RoamAbout 802.11a/b/g Ethernet Adapter	30	\$ 299.00	25%	\$ 224.25
Wireless	RBTSA-AB	RoamAbout 802.11a/b/g Ethernet Adapter (ETSI Variant)	30	\$ 299.00	25%	\$ 224.25
Intrusion Defense	DRAGON-E500-SX	Dragon Common Criteria Certified 500 Mbps Sensor/Server (Fiber)contains management server for up to 2 nodes	30	\$ 22,995.00	35%	\$ 14,946.75
Intrusion Defense	DRAGON-E500-TX	Dragon Common Criteria Certified 500 Mbps Sensor/Server (Copper)-contains management server for up to 2 nodes	30	\$ 22,995.00	35%	\$ 14,946.75
Intrusion Defense	DRAGON-EAL-SX	Dragon Common Criteria Certified Intrgr Sensor/Server (Fiber)- 250Mbps performance, contains management server for up to 2 nodes	30	\$ 16,995.00	35%	\$ 11,046.75
Intrusion Defense	DRAGON-EAL-TX	Dragon Common Criteria Certified Intrgr Sensor/Server (Copper)250Mbps performance, contains management server for up to 2 nodes	30	\$ 14,995.00	35%	\$ 9,746.75
Intrusion Defense	DRFONIC-SX-S	DUAL PORT GIG FIBER Optional Fail-Open NIC - Not installed, Use is limited to 1 for the Gig IPS and not recommended for any other appliance	30	\$ 3,995.00	35%	\$ 2,596.75
Intrusion Defense	DRFONIC-TX-S	DUAL PORT Fail-Open optional COPPER NIC - Not installed, Use is limited to 1 for the Gig IPS and not recommended for any other appliance	30	\$ 1,245.00	35%	\$ 809.25
Intrusion Defense	DSIMBA7-LE	DRAGON SECURITY COMMAND CONSOLE - LE	30	\$ 159,995.00	35%	\$ 103,996.75
Intrusion Defense	DSIMBA7-ME	DRAGON SECURITY COMMAND CONSOLE - ME	30	\$ 65,995.00	35%	\$ 42,896.75
Intrusion Defense	DSIMBA7-MEE	EVAL DRAGON SECURITY COMMAND CONSOLE-ME	30	\$ 65,995.00	35%	\$ 42,896.75
Intrusion Defense	DSIPA7-FE100-TX	Dragon Network FE100 IPS appliance - includes 2 port Copper Fail-safe bypass NIC	30	\$ 9,995.00	35%	\$ 6,496.75
Intrusion Defense	DSIPA7-FE100TXE	DRAGON FE100 IPS EVAL APPL - COPPER FO	30	\$ 9,995.00	35%	\$ 6,496.75

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
Intrusion Defense	DSIPA7-GE250-SX	Dragon Network GE250 IPS appliance - includes 2 port Fiber Fail-safe bypass NIC	30	\$ 19,995.00	35%	\$ 12,996.75
Intrusion Defense	DSIPA7-GE250SXE	DRAGON GE250 IPS EVAL APPL- FIBER FO	30	\$ 19,995.00	35%	\$ 12,996.75
Intrusion Defense	DSIPA7-GE250-TX	Dragon Network GE250 IPS appliance - includes 2 port Copper Fail-safe bypass NIC	30	\$ 15,995.00	35%	\$ 10,396.75
Intrusion Defense	DSIPA7-GE250TXE	DRAGON GE250 IPS EVAL APPL - COPPER FO	30	\$ 15,995.00	35%	\$ 10,396.75
Intrusion Defense	DSIPA7-GE500-SX	Dragon Network GE500 IPS appliance - includes 2 port Fiber Fail-safe bypass NIC	30	\$ 34,995.00	35%	\$ 22,746.75
Intrusion Defense	DSIPA7-GE500SXE	DRAGON GE500 IPS EVAL APPL - FIBER FO	30	\$ 34,995.00	35%	\$ 22,746.75
Intrusion Defense	DSIPA7-GE500-TX	Dragon Network GE500 IPS appliance - includes 2 port Copper Fail-safe bypass NIC	30	\$ 32,995.00	35%	\$ 21,446.75
Intrusion Defense	DSIPA7-GE500TXE	DRAGON GE500 IPS EVAL APPL. - COPPER FO	30	\$ 32,995.00	35%	\$ 21,446.75
Intrusion Defense	DSIPA7-GIG-SX	Dragon Network GIG IPS appliance - includes two 2 port Fiber Fail-safe bypass NICs	30	\$ 59,995.00	35%	\$ 38,996.75
Intrusion Defense	DSIPA7-GIG-SXE	DRAGON GIG IPS NET SEN APPLIANCE F-NIC	30	\$ 59,995.00	35%	\$ 38,996.75
Intrusion Defense	DSIPA7-GIG-TX	Dragon Network GIG IPS appliance - includes two 2 port Copper Fail-safe bypass NICs	30	\$ 54,995.00	35%	\$ 35,746.75
Intrusion Defense	DSIPA7-GIG-TXE	DRAGON GIG IPS NET SEN EVAL APP CU NIC	30	\$ 54,995.00	35%	\$ 35,746.75
Intrusion Defense	DSIPS7-FE100-TX	Dragon Network IPS Addon to existing FE100 IDS Appliance - includes dual port Copper Fail-safe bypass NIC	30	\$ 2,495.00	35%	\$ 1,621.75
Intrusion Defense	DSIPS7-GE250-SX	Dragon Network IPS Addon to existing GE250 IDS Appliance - includes dual port Fiber Fail-safe bypass NIC	30	\$ 6,495.00	35%	\$ 4,221.75
Intrusion Defense	DSIPS7-GE250-TX	Dragon Network IPS Addon to existing GE250 IDS Appliance - includes dual port Copper Fail-safe bypass NIC	30	\$ 4,495.00	35%	\$ 2,921.75
Intrusion Defense	DSIPS7-GE500-SX	Dragon Network IPS Addon to existing GE500 IDS Appliance - includes dual port Fiber Fail-safe bypass NIC	30	\$ 10,495.00	35%	\$ 6,821.75

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
Intrusion Defense	DSIPS7-GE500-TX	Dragon Network IPS Addon to existing GE500 IDS Appliance - includes dual port Copper Fail-safe bypass NIC	30	\$ 10,495.00	35%	\$ 6,821.75
Intrusion Defense	DSIPS7-GIG-SX	Dragon Network IPS Addon to existing GIG IDS Appliance - includes two dual port Fiber Fail-safe bypass NICs	30	\$ 15,495.00	35%	\$ 10,071.75
Intrusion Defense	DSIPS7-GIG-TX	Dragon Network IPS Addon to existing GIG IDS Appliance - includes two dual port Copper Fail-safe bypass NICs	30	\$ 15,495.00	35%	\$ 10,071.75
Intrusion Defense	DSISA7-SX	Integrated Network Sensor/Server (Fiber NIC)- v6.3 or 7.x, 250Mbps, contains management server for up to 2 nodes	30	\$ 16,995.00	35%	\$ 11,046.75
Intrusion Defense	DSISA7-TX	Integrated Network Sensor/Server (Copper NIC) - 6.3 or 7.x - 250Mbps performance, contains management server for up to 2 nodes	30	\$ 14,995.00	35%	\$ 9,746.75
Intrusion Defense	DSNBA7-GE250-SX	DRAGON BEHAVIORAL FLOW SENSOR GE250-SX	30	\$ 20,995.00	35%	\$ 13,646.75
Intrusion Defense	DSNBA7-GE250-TX	BEHAVIORAL FLOW SENSOR APPLIANCE GE250	30	\$ 18,995.00	35%	\$ 12,346.75
Intrusion Defense	DSNBA7-GIG-SX	BEHAVIORAL FLOW SENSOR APPLIANCE GIG-SX	30	\$ 44,995.00	35%	\$ 29,246.75
Intrusion Defense	DSNBA7-GIG-TX	BEHAVIORAL FLOW SENSOR APPLIANCE GIG-TX	30	\$ 39,995.00	35%	\$ 25,996.75
Security Appliances	DSEMA7-6RED-U	DRAGON ENTERPRISE MGT APPLIANCE-6 DRIVES, RAID 5	30	\$ 89,995.00	35%	\$ 58,496.75
Security Appliances	DSEMA7H	Dragon Enterprise Management Server Hardware-only Appliance	30	\$ 7,995.00	35%	\$ 5,196.75
Security Appliances	DSEMA7-LE	Dragon Enterprise Management Server Appliance - Large Enterprise, manages up to 100 nodes - v6.3 or 7.x	30	\$ 17,995.00	35%	\$ 11,696.75
Security Appliances	DSEMA7-LU-UG	Enterprise Management Server upgrade from large to unlimited Enterprise	30	\$ 7,495.00	35%	\$ 4,871.75
Security Appliances	DSEMA7-ME	Dragon Enterprise Management Server Appliance - Medium Enterprise, manages up to 25 nodes - v6.3 or 7.x	30	\$ 11,995.00	35%	\$ 7,796.75
Security Appliances	DSEMA7-MEE	Dragon Enterprise Management Server Eval Appliance - Medium enterprise, manages up to 25 nodes	30	\$ 11,995.00	35%	\$ 7,796.75
Security Appliances	DSEMA7-ML-UG	Enterprise Management Server upgrade from medium to large Enterprise	30	\$ 6,495.00	35%	\$ 4,221.75

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
Security Appliances	DSEMA7-RED-U	Dragon Enterprise Management Server Appliance - Redundant power & drive, manages unlimited nodes - v6.3 or 7.x	30	\$ 29,995.00	35%	\$ 19,496.75
Security Appliances	DSEMA7-RED-UH	DRAGON REDUNDANT EMS HW-ONLY APPLIANCE (No license)	30	\$ 15,995.00	35%	\$ 10,396.75
Security Appliances	DSEMA7-U	Dragon Enterprise Management Server Appliance - Unlimited managed nodes, v6.3 or 7.x	30	\$ 24,995.00	35%	\$ 16,246.75
Security Appliances	DSEMA7-UE	DRAGON Unlimited MGT SERVER EVAL APPLIANCE	30	\$ 24,995.00	35%	\$ 16,246.75
Security Appliances	DSEMA7-UH	DRAGON EMS-U version HARDWARE ONLY APPLIANCE - no license included	30	\$ 9,995.00	35%	\$ 6,496.75
Security Appliances	DSEPA7	DRAGON EFP APPLIANCE - v6.3 or 7.x	30	\$ 8,995.00	35%	\$ 5,846.75
Security Appliances	DSEPA7E	Dragon Event Flow Processor Eval Appliance	30	\$ 8,995.00	35%	\$ 5,846.75
Security Appliances	DSMEM-1200-256	2-256 PC133 MEMORY FOR SR1200 CHASSIS - DS003,DS006, FE200, GE200	30	\$ 395.00	35%	\$ 256.75
Security Appliances	NSTAG-FE100-TX	ENTERASYS SENTINEL TRUSTED ACCESS GATEWAY FE100-TX	30	\$ 7,595.00	35%	\$ 4,936.75
Security Appliances	NSTAG-GE250-TX	ENTERASYS SENTINEL TRUSTED ACCESS GATEWAY GE250-TX	30	\$ 12,995.00	35%	\$ 8,446.75
Security Appliances	DRAGON-RS	Dragon Remote Site Appliance - only available for 6.3 software at this time	30	\$ 3,995.00	35%	\$ 2,596.75
Security Appliances	DRNIC-8492MF	Intel Dual port 1000 optional Fiber NIC card - not installed - max of 1 can be ordered for 1U appliance, max of 2 can be ordered for 2U appliance	30	\$ 2,315.00	35%	\$ 1,504.75
Security Appliances	DRNIC-8492MT	Intel Dual port optional 10/100/1000 Copper NIC card - not installed - max of 1 can be ordered for 1U appliances, max of 2 can be ordered for 2U appliances	30	\$ 545.00	35%	\$ 354.25
Security Appliances	DSISA7-SXH	INTEGRATED SENSOR/SVR hardware-only appliance (FIBER NIC) (no license)	30	\$ 8,995.00	35%	\$ 5,846.75
Security Appliances	DSISA7-TXH	INTEGRATED SENSOR/SVR hardware-only appliance - COPPER NIC - no license	30	\$ 7,995.00	35%	\$ 5,196.75
Security Appliances	DSMEM-1200-512	2-512 PC133 MEMORY FOR SR1200 CHASSIS - DS003, DS006, FE200, GE200, DSEMA, DSEPA, DSISA	30	\$ 745.00	35%	\$ 484.25

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
Security Appliances	DSMEM-1300-256	2-256 DDR266 MEMORY FOR SR1300 & 1350 - 6.2 and 7.x appliances	30	\$ 395.00	35%	\$ 256.75
Security Appliances	DSMEM-1300-512	2-512 DDR266 MEMORY FOR SR1300 - 6.2 and 7.x appliances	30	\$ 745.00	35%	\$ 484.25
Security Appliances	DSMEM-1325-256	2-256 DDR333 MEMORY FOR SR1325 CHASSIS - 6.2 and 7.x appliances	30	\$ 295.00	35%	\$ 191.75
Security Appliances	DSNSA7-FE100-TX	DRAGON FE100 NETWORK SENSOR APPLIANCE - v6.3 or 7.x	30	\$ 7,995.00	35%	\$ 5,196.75
Security Appliances	DSNSA7-FE100TXE	Dragon FE100 Network Sensor Eval Appliance	30	\$ 7,995.00	35%	\$ 5,196.75
Security Appliances	DSNSA7-FE100TXH	Dragon FE100 Network Sensor hardware-only Appliance (no license)	30	\$ 5,495.00	35%	\$ 3,571.75
Security Appliances	DSNSA7-GE250-SX	Dragon GE250 Network Sensor Appliance (Fiber NIC) v6.3 or 7.x	30	\$ 13,995.00	35%	\$ 9,096.75
Security Appliances	DSNSA7-GE250SXE	Dragon GE250 Network Sensor Eval Appliance (Fiber NIC)	30	\$ 13,995.00	35%	\$ 9,096.75
Security Appliances	DSNSA7-GE250SXH	Dragon GE250 Network Sensor hardware-only Appliance (Fiber NIC)- no license	30	\$ 8,495.00	35%	\$ 5,521.75
Security Appliances	DSNSA7-GE250-TX	Dragon GE250 Network Sensor Appliance (Copper NIC)v6.3 or 7.x	30	\$ 11,995.00	35%	\$ 7,796.75
Security Appliances	DSNSA7-GE250TXE	Dragon GE250 Network Sensor Eval Appliance (Copper NIC)	30	\$ 11,995.00	35%	\$ 7,796.75
Security Appliances	DSNSA7-GE250TXH	Dragon GE250 Network Sensor hardware-only Appliance (Copper NIC)- no license	30	\$ 7,495.00	35%	\$ 4,871.75
Security Appliances	DSNSA7-GE500-SX	Dragon GE500 Network Sensor Appliance (Fiber NIC) v6.3 or 7.x	30	\$ 24,995.00	35%	\$ 16,246.75
Security Appliances	DSNSA7-GE500SXE	Dragon GE500 Network Sensor Eval Appliance (Fiber NIC)	30	\$ 24,995.00	35%	\$ 16,246.75
Security Appliances	DSNSA7-GE500SXH	Dragon GE500 Network Sensor hardware-only Appliance (Fiber NIC) - no license	30	\$ 10,495.00	35%	\$ 6,821.75
Security Appliances	DSNSA7-GE500-TX	Dragon GE500 Network Sensor Appliance (Copper NIC) v6.3 or 7.x	30	\$ 22,995.00	35%	\$ 14,946.75
Security Appliances	DSNSA7-GE500TXE	Dragon GE500 Network Sensor Eval Appliance (Copper NIC)	30	\$ 22,995.00	35%	\$ 14,946.75
Security Appliances	DSNSA7-GE500TXH	Dragon GE500 Network Sensor hardware-only Appliance (Copper NIC) - no license	30	\$ 8,995.00	35%	\$ 5,846.75
Security Appliances	DSNSA7-GIG-SX	Dragon Gig Network Sensor Appliance (Fiber NIC) - v6.3 or 7.x	30	\$ 44,995.00	35%	\$ 29,246.75

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
Security Appliances	DSNSA7-GIG-SXE	Dragon Gig Network Sensor Appliance (Fiber NIC)	30	\$ 44,995.00	35%	\$ 29,246.75
Security Appliances	DSNSA7-GIG-SXH	GIG NETWORK SENSOR hardware-only appliance (FIBER NIC)- no license	30	\$ 25,495.00	35%	\$ 16,571.75
Security Appliances	DSNSA7-GIG-TX	Dragon Gig Network Sensor Appliance (Copper NIC) v6.3 or 7.x	30	\$ 39,995.00	35%	\$ 25,996.75
Security Appliances	DSNSA7-GIG-TXE	Dragon Gig Network Sensor Appliance (Copper NIC)	30	\$ 39,995.00	35%	\$ 25,996.75
Security Appliances	DSNSA7-GIG-TXH	GIG NETWORK SENSOR Hardware-only appliance (COPPER NIC)- no license	30	\$ 20,495.00	35%	\$ 13,321.75
Security Software	DSEMS7-LE	DRAGON ENTERPRISE MANAGEMENT SOFTWARE - Large enterprise, manages up to 100 nodes, v6.3 or 7.x	30	\$ 10,995.00	35%	\$ 7,146.75
Security Software	DSEMS7-LU-UG	Enterprise Management Server Software upgrade from large to unlimited Enterprise	30	\$ 5,495.00	35%	\$ 3,571.75
Security Software	DSEMS7-ME	DRAGON ENTERPRISE MANAGEMENT SOFTWARE - Medium Enterprise, manages up to 25 nodes, v6.3 or 7.x	30	\$ 6,995.00	35%	\$ 4,546.75
Security Software	DSEMS7-ML-UG	Enterprise Management Server Software upgrade from medium to large Enterprise	30	\$ 4,495.00	35%	\$ 2,921.75
Security Software	DSEMS7-SE	DRAGON ENTERPRISE MANAGEMENT SOFTWARE - Small Enterprise, manages up to 2 nodes, v6.3 or 7.x	30	\$ 2,995.00	35%	\$ 1,946.75
Security Software	DSEMS7-SM-UG	Enterprise Management Server Software upgrade from small to medium Enterprise	30	\$ 4,495.00	35%	\$ 2,921.75
Security Software	DSEMS7-U	DRAGON ENTERPRISE MANAGEMENT SOFTWARE - Unlimited, manages unlimited nodes, v6.3 or 7.x	30	\$ 15,995.00	35%	\$ 10,396.75
Security Software	DSHSS7-100-LIC	Dragon Host Sensor Software License (100 pack) v6.3 or 7.x	30	\$ 68,000.00	35%	\$ 44,200.00
Security Software	DSHSS7-1-LIC	Dragon Host Sensor Software License (Single)- v6.3 or 7.x	30	\$ 850.00	35%	\$ 552.50
Security Software	DSHSS7-25-LIC	Dragon Host Sensor Software License (25 pack) v6.3 or 7.x	30	\$ 18,062.50	35%	\$ 11,740.63

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
Security Software	DSHSS7-500-LIC	Dragon Host Sensor Software License (500 pack) v6.3 or 7.x	30	\$ 318,750.00	35%	\$ 207,187.50
Security Software	DSHSS7-WebIPS	Dragon Host Sensor Software Web IPS (All Oss) - Must have Host IDS software - v6.3 or 7.x	30	\$ 495.00	35%	\$ 321.75
Security Software	DSNSS7-E	Dragon Network Sensor Software for Ethernet - v6.3 or 7.x	30	\$ 2,995.00	35%	\$ 1,946.75
Security Software	DSNSS7-FE	Dragon Network Sensor Software for Fast Ethernet - v6.3 or 7.x	30	\$ 6,995.00	35%	\$ 4,546.75
Security Software	DSNSS7-GE	Dragon Network Sensor Software for Gigabit Ethernet	30	\$ 19,995.00	35%	\$ 12,996.75
Security Software	DSNSU7-E-FE	Dragon Network Sensor Software Upgrade From Ethernet to Fast Ethernet	30	\$ 4,495.00	35%	\$ 2,921.75
Security Software	DSNSU7-FE-GE	Dragon Network Sensor Software Upgrade From Fast Ethernet to Gigabit Ethernet	30	\$ 13,495.00	35%	\$ 8,771.75
Network Management Software	ASM-LE-LIC	NetSight Atlas Automated Security Manager - Large Enterprise. Includes: 1 server license, 10 standalone licenses. Allows 10 client connections. Supports 600 devices.	30	\$ 61,250.00	20%	\$ 49,000.00
Network Management Software	ASM-ME-LIC	NetSight Atlas Automated Security Manager - Medium Enterprise. Includes: 1 server license, 5 standalone licenses. Allows 5 client connections. Supports 250 devices.	30	\$ 34,995.00	20%	\$ 27,996.00
Network Management Software	ASM-ML-UG	NETSIGHT ASM LICENSE UPGRADE MED - LRG	30	\$ 26,755.00	20%	\$ 21,404.00
Network Management Software	ASM-SE-LIC	NetSight Atlas Automated Security Manager - Small Enterprise. Includes: 1 server license, 1 standalone license. Allows 3 client connections. Supports 25 devices	30	\$ 17,500.00	20%	\$ 14,000.00
Network Management Software	ASM-SM-UG	NETSIGHT ASM LICENSE UPGRADE SMALL - MED	30	\$ 17,995.00	20%	\$ 14,396.00
Network Management Software	ASM-U-LIC	NetSight Atlas Automated Security Manager Unlimited License. Includes: 1 server license, 15 standalone licenses. Allows 25 client connections.	30	\$ 91,875.00	20%	\$ 73,500.00
Network Management Software	IM-LE-LIC	Inventory Manager - Large Enterprise license. Includes: 1 server license, 10 standalone licenses. Allows 10 client connections. Supports 600 devices	30	\$ 7,495.00	20%	\$ 5,996.00

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
Network Management Software	IM-ME-LIC	Inventory Manager - Medium Enterprise license. Includes: 1 server license, 5 standalone licenses. Allows 5 client connections. Supports 250 devices	30	\$ 4,995.00	20%	\$ 3,996.00
Network Management Software	IM-ML-UG	Inventory Manager license upgrade - from Medium to Large	30	\$ 2,999.00	20%	\$ 2,399.20
Network Management Software	IM-SE-LIC	Inventory Manager - Small Enterprise license. Includes: 1 server license, 1 standalone license. Allows 3 client connections. Supports 25 devices.	30	\$ 2,495.00	20%	\$ 1,996.00
Network Management Software	IM-SM-UG	Inventory Manager license upgrade - from Small to Medium	30	\$ 2,999.00	20%	\$ 2,399.20
Network Management Software	IM-U-LIC	Inventory Manager - Unlimited Enterprise license. Includes 1 server license, 15 standalone licenses. Allows 25 client connections	30	\$ 9,995.00	20%	\$ 7,996.00
Network Management Software	NSA-ASM-CD	NetSight Atlas Automated Security Manager (CD)	30	\$ -	0%	\$ -
Network Management Software	NSA-CD	NetSight Atlas CD	30	\$ -	0%	\$ -
Network Management Software	NSA-IM-CD	NetSight Atlas Inventory Manager CD	30	\$ -	0%	\$ -
Network Management Software	NSA-LE-LIC	Console - Large Enterprise license Includes 1 server license, 10 standalone licenses. allows 10 client connections. supports 600 devices	30	\$ 19,995.00	20%	\$ 15,996.00
Network Management Software	NSA-ME-LIC	Console - Medium Enterprise license. Includes: 1 server license, 5 standalone licenses. Allows 5 client connections.Supports 250 devices	30	\$ 11,495.00	20%	\$ 9,196.00
Network Management Software	NSA-ML-UG	Console License Upgrade from Medium to Large	30	\$ 8,995.00	20%	\$ 7,196.00
Network Management Software	NSA-PM-CD	NetSight Policy Manager CD	30	\$ -	0%	\$ -
Network Management Software	NSA-RSM-10D	NetSight Atlas Router Services Manager 10 device support (limited)	30	\$ 995.00	20%	\$ 796.00
Network Management Software	NSA-RSM-CD	NetSight Atlas Router Services Manager CD	30	\$ -	0%	\$ -
Network Management Software	NSA-RSM-LIC	NetSight Atlas Router Services Manager License Key (single user license)	30	\$ 3,895.00	20%	\$ 3,116.00
Network Management Software	NSA-SE-LIC	Console - Small Enterprise license Includes: 1 server license, 1 standalone license. Allows 3 client connections. Supports 25 devices	30	\$ 2,995.00	20%	\$ 2,396.00
Network Management Software	NSA-SM-UG	Console License Upgrade from Small to Medium	30	\$ 8,995.00	20%	\$ 7,196.00

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
Network Management Software	NSA-U-LIC	Console - Unlimited Enterprise license. Includes: 1 server license 15 standalone licenses. Allows 25 client connections.	30	\$ 29,995.00	20%	\$ 23,996.00
Network Management Software	NSNS-LE	NetSight Bundle - Large Enterprise Suite	30	\$ 88,995.00	20%	\$ 71,196.00
Network Management Software	NSNS-ME	NetSight Bundle - Medium Enterprise Suite	30	\$ 55,995.00	20%	\$ 44,796.00
Network Management Software	NSNS-SE	NetSight Bundle - Small Enterprise Suite	30	\$ 22,995.00	20%	\$ 18,396.00
Network Management Software	NSNS-U	NetSight Bundle - Unlimited Enterprise Suite	30	\$ 124,995.00	20%	\$ 99,996.00
Network Management Software	NSTAM-LE-LIC	ENTERASYS SENTINEL TRUSTED ACCESS MANAGER LE	30	\$ 45,495.00	20%	\$ 36,396.00
Network Management Software	NSTAM-ME-LIC	ENTERASYS SENTINEL TRUSTED ACCESS MANAGER ME	30	\$ 24,995.00	20%	\$ 19,996.00
Network Management Software	NSTAM-SE-LIC	ENTERASYS SENTINEL TRUSTED ACCESS MANAGER SE	30	\$ 12,995.00	20%	\$ 10,396.00
Network Management Software	NSTAM-U-LIC	NETSIGHT TRUSTED ACCESS MANAGER - UNLIMITED	30	\$ 68,250.00	20%	\$ 54,600.00
Network Management Software	PM-LE-LIC	Policy Manager Large Enterprise License. Includes: 1 server license, 10 standalone licenses. Allows 10 client connections. Supports 600 devices.	30	\$ 34,995.00	20%	\$ 27,996.00
Network Management Software	PM-ME-LIC	Policy Manager Medium Enterprise License. Includes: 1 server license, 5 standalone licenses. Allows 5 client connections. Supports 250 devices.	30	\$ 19,995.00	20%	\$ 15,996.00
Network Management Software	PM-SE-LIC	Policy Manager Small Enterprise License. Includes: 1 server license, 1 standalone license. Allows 3 client connections. Supports 25 devices.	30	\$ 8,995.00	20%	\$ 7,196.00
Network Management Software	PM-U-LIC	Policy Manager Unlimited license. Includes: 1 server license, 15 standalone licenses. Allows 25 client connections.	30	\$ 45,995.00	20%	\$ 36,796.00
Third Party	BL-69201ENT	Single module cover plate (6000 series)	30	\$ 14.00	5%	\$ 13.30
Third Party	BL-69224ENT	24 slot powersense chassis (holds three 8 port modules)	30	\$ 675.00	5%	\$ 641.25
Third Party	BL-69500ENT	8 power and data ports. IEEE 802.3af support (6000 series, single module)	30	\$ 399.00	5%	\$ 379.05
Third Party	BL-69524ENT	24 power and data ports. IEEE 802.3af support	30	\$ 1,499.00	5%	\$ 1,424.05
Third Party	BL-89201ENT	Single Slot cover plate	30	\$ 7.00	5%	\$ 6.65

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
Third Party	BL-89205ENT	Five Slot cover plate	30	\$ 11.00	5%	\$ 10.45
Third Party	BL-89210ENT	10 Slot PowerSense Chassis	30	\$ 245.00	5%	\$ 232.75
Third Party	BL-89210-RMENT	10 Slot PowerSense Chassis Rack Mount Kit	30	\$ 20.00	5%	\$ 19.00
Third Party	BL-89220ENT	20 Slot PowerSense Chassis-19" Rack Mount Ready	30	\$ 475.00	5%	\$ 451.25
Third Party	BL-89400ENT	24V Power & Data Module	30	\$ 59.00	5%	\$ 56.05
Third Party	BL-89420ENT	20 Power & Data Modules - 24 volt support	30	\$ 1,695.00	5%	\$ 1,610.25
Third Party	BL-89451ENT	Single Power & Data port - 24V protocol	30	\$ 119.00	5%	\$ 113.05
Third Party	BL-89500ENT	IEEE 802.3af compatible Power & Data Module	30	\$ 59.00	5%	\$ 56.05
Third Party	BL-89520ENT	20 Power & Data Modules - IEEE 802.3af compatible	30	\$ 1,695.00	5%	\$ 1,610.25
Third Party	BL-89551ENT	Single Power & Data port - IEEE 802.3af compatible	30	\$ 119.00	5%	\$ 113.05
Third Party	BL-89600ENT	Cisco protocol Power & Data Module	30	\$ 74.00	5%	\$ 70.30
Third Party	BL-89620ENT	20 Power & Data Modules - Cisco protocol	30	\$ 1,995.00	5%	\$ 1,895.25
Third Party	BL-89651ENT	Single Power & Data port - Cisco protocol	30	\$ 139.00	5%	\$ 132.05
SupportNet HW	ES-EW-S00	EXTENDED WARRANTY	30	\$ 30.00	12%	\$ 26.40
SupportNet HW	ES-EW-S01	Extended Warranty	30	\$ 60.00	12%	\$ 52.80
SupportNet HW	ES-EW-S02	Extended Warranty	30	\$ 95.00	12%	\$ 83.60
SupportNet HW	ES-EW-S03	Extended Warranty	30	\$ 130.00	12%	\$ 114.40
SupportNet HW	ES-EW-S04	Extended Warranty	30	\$ 220.00	12%	\$ 193.60
SupportNet HW	ES-EW-S05	Extended Warranty	30	\$ 270.00	12%	\$ 237.60
SupportNet HW	ES-EW-S06	Extended Warranty	30	\$ 330.00	12%	\$ 290.40
SupportNet HW	ES-EW-S07	Extended Warranty	30	\$ 390.00	12%	\$ 343.20
SupportNet HW	ES-EW-S08	Extended Warranty	30	\$ 490.00	12%	\$ 431.20
SupportNet HW	ES-EW-S09	Extended Warranty	30	\$ 600.00	12%	\$ 528.00
SupportNet HW	ES-EW-S10	Extended Warranty	30	\$ 710.00	12%	\$ 624.80
SupportNet HW	ES-EW-S11	Extended Warranty	30	\$ 965.00	12%	\$ 849.20
SupportNet HW	ES-EW-S12	Extended Warranty	30	\$ 1,120.00	12%	\$ 985.60
SupportNet HW	ES-EW-S13	Extended Warranty	30	\$ 1,595.00	12%	\$ 1,403.60
SupportNet HW	ES-EW-S14	Extended Warranty	30	\$ 2,030.00	12%	\$ 1,786.40
SupportNet HW	ES-EW-S15	Extended Warranty	30	\$ 2,450.00	12%	\$ 2,156.00
SupportNet HW	ES-EW-S16	Extended Warranty	30	\$ 3,500.00	12%	\$ 3,080.00
SupportNet HW	ES-EW-S17	Extended Warranty	30	\$ 4,200.00	12%	\$ 3,696.00
SupportNet HW	ES-EW-S18	Extended Warranty	30	\$ 6,300.00	12%	\$ 5,544.00
SupportNet HW	ES-SN-B-S00	SUPPORTNET BASIC	30	\$ 20.00	12%	\$ 17.60
SupportNet HW	ES-SN-B-S01	SUPPORTNET BASIC	30	\$ 40.00	12%	\$ 35.20
SupportNet HW	ES-SN-B-S02	SUPPORTNET BASIC	30	\$ 65.00	12%	\$ 57.20

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
SupportNet HW	ES-SN-B-S03	SUPPORTNET BASIC	30	\$ 90.00	12%	\$ 79.20
SupportNet HW	ES-SN-B-S04	SUPPORTNET BASIC	30	\$ 150.00	12%	\$ 132.00
SupportNet HW	ES-SN-B-S05	SUPPORTNET BASIC	30	\$ 180.00	12%	\$ 158.40
SupportNet HW	ES-SN-B-S06	SUPPORTNET BASIC	30	\$ 220.00	12%	\$ 193.60
SupportNet HW	ES-SN-B-S07	SUPPORTNET BASIC	30	\$ 260.00	12%	\$ 228.80
SupportNet HW	ES-SN-B-S08	SUPPORTNET BASIC	30	\$ 330.00	12%	\$ 290.40
SupportNet HW	ES-SN-B-S09	SUPPORTNET BASIC	30	\$ 400.00	12%	\$ 352.00
SupportNet HW	ES-SN-B-S10	SUPPORTNET BASIC	30	\$ 475.00	12%	\$ 418.00
SupportNet HW	ES-SN-B-S11	SUPPORTNET BASIC	30	\$ 645.00	12%	\$ 567.60
SupportNet HW	ES-SN-B-S12	SUPPORTNET BASIC	30	\$ 750.00	12%	\$ 660.00
SupportNet HW	ES-SN-B-S13	SUPPORTNET BASIC	30	\$ 1,065.00	12%	\$ 937.20
SupportNet HW	ES-SN-B-S14	SUPPORTNET BASIC	30	\$ 1,355.00	12%	\$ 1,192.40
SupportNet HW	ES-SN-B-S15	SUPPORTNET BASIC	30	\$ 1,635.00	12%	\$ 1,438.80
SupportNet HW	ES-SN-B-S16	SUPPORTNET BASIC	30	\$ 2,335.00	12%	\$ 2,054.80
SupportNet HW	ES-SN-B-S17	SUPPORTNET BASIC	30	\$ 2,800.00	12%	\$ 2,464.00
SupportNet HW	ES-SN-B-S18	SUPPORTNET BASIC	30	\$ 4,200.00	12%	\$ 3,696.00
SupportNet HW	ES-SN-OSP2-S00	SUPPORTNET ON-SITE PREMIUM 2 HR	30	\$ 220.00	12%	\$ 193.60
SupportNet HW	ES-SN-OSP2-S01	SupportNet On-site Premium 2 hr	30	\$ 440.00	12%	\$ 387.20
SupportNet HW	ES-SN-OSP2-S02	SupportNet On-site Premium 2 hr	30	\$ 700.00	12%	\$ 616.00
SupportNet HW	ES-SN-OSP2-S03	SupportNet On-site Premium 2 hr	30	\$ 955.00	12%	\$ 840.40
SupportNet HW	ES-SN-OSP2-S04	SupportNet On-site Premium 2 hr	30	\$ 1,615.00	12%	\$ 1,421.20
SupportNet HW	ES-SN-OSP2-S05	SupportNet On-site Premium 2 hr	30	\$ 1,980.00	12%	\$ 1,742.40
SupportNet HW	ES-SN-OSP2-S06	SupportNet On-site Premium 2 hr	30	\$ 2,420.00	12%	\$ 2,129.60
SupportNet HW	ES-SN-OSP2-S07	SupportNet On-site Premium 2 hr	30	\$ 2,860.00	12%	\$ 2,516.80
SupportNet HW	ES-SN-OSP2-S08	SupportNet On-site Premium 2 hr	30	\$ 3,595.00	12%	\$ 3,163.60
SupportNet HW	ES-SN-OSP2-S09	SupportNet On-site Premium 2 hr	30	\$ 4,400.00	12%	\$ 3,872.00
SupportNet HW	ES-SN-OSP2-S10	SupportNet On-site Premium 2 hr	30	\$ 5,210.00	12%	\$ 4,584.80
SupportNet HW	ES-SN-OSP2-S11	SupportNet On-site Premium 2 hr	30	\$ 7,080.00	12%	\$ 6,230.40
SupportNet HW	ES-SN-OSP2-S12	SupportNet On-site Premium 2 hr	30	\$ 8,215.00	12%	\$ 7,229.20
SupportNet HW	ES-SN-OSP2-S13	SupportNet On-site Premium 2 hr	30	\$ 11,700.00	12%	\$ 10,296.00
SupportNet HW	ES-SN-OSP2-S14	SupportNet On-site Premium 2 hr	30	\$ 14,890.00	12%	\$ 13,103.20
SupportNet HW	ES-SN-OSP2-S15	SupportNet On-site Premium 2 hr	30	\$ 17,970.00	12%	\$ 15,813.60
SupportNet HW	ES-SN-OSP2-S16	SupportNet On-site Premium 2 hr	30	\$ 25,670.00	12%	\$ 22,589.60
SupportNet HW	ES-SN-OSP2-S17	SupportNet On-site Premium 2 hr	30	\$ 30,800.00	12%	\$ 27,104.00
SupportNet HW	ES-SN-OSP2-S18	SupportNet On-site Premium 2 hr	30	\$ 46,200.00	12%	\$ 40,656.00
SupportNet HW	ES-SN-OSP4-S00	SUPPORTNET ON-SITE PREMIUM 4 HR	30	\$ 170.00	12%	\$ 149.60
SupportNet HW	ES-SN-OSP4-S01	SupportNet On-site Premium 4 hr	30	\$ 340.00	12%	\$ 299.20
SupportNet HW	ES-SN-OSP4-S02	SupportNet On-site Premium 4 hr	30	\$ 540.00	12%	\$ 475.20
SupportNet HW	ES-SN-OSP4-S03	SupportNet On-site Premium 4 hr	30	\$ 740.00	12%	\$ 651.20
SupportNet HW	ES-SN-OSP4-S04	SupportNet On-site Premium 4 hr	30	\$ 1,250.00	12%	\$ 1,100.00
SupportNet HW	ES-SN-OSP4-S05	SupportNet On-site Premium 4 hr	30	\$ 1,530.00	12%	\$ 1,346.40

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
SupportNet HW	ES-SN-OSP4-S06	SupportNet On-site Premium 4 hr	30	\$ 1,870.00	12%	\$ 1,645.60
SupportNet HW	ES-SN-OSP4-S07	SupportNet On-site Premium 4 hr	30	\$ 2,210.00	12%	\$ 1,944.80
SupportNet HW	ES-SN-OSP4-S08	SupportNet On-site Premium 4 hr	30	\$ 2,780.00	12%	\$ 2,446.40
SupportNet HW	ES-SN-OSP4-S09	SupportNet On-site Premium 4 hr	30	\$ 3,400.00	12%	\$ 2,992.00
SupportNet HW	ES-SN-OSP4-S10	SupportNet On-site Premium 4 hr	30	\$ 4,025.00	12%	\$ 3,542.00
SupportNet HW	ES-SN-OSP4-S11	SupportNet On-site Premium 4 hr	30	\$ 5,470.00	12%	\$ 4,813.60
SupportNet HW	ES-SN-OSP4-S12	SupportNet On-site Premium 4 hr	30	\$ 6,350.00	12%	\$ 5,588.00
SupportNet HW	ES-SN-OSP4-S13	SupportNet On-site Premium 4 hr	30	\$ 9,040.00	12%	\$ 7,955.20
SupportNet HW	ES-SN-OSP4-S14	SupportNet On-site Premium 4 hr	30	\$ 11,505.00	12%	\$ 10,124.40
SupportNet HW	ES-SN-OSP4-S15	SupportNet On-site Premium 4 hr	30	\$ 13,885.00	12%	\$ 12,218.80
SupportNet HW	ES-SN-OSP4-S16	SupportNet On-site Premium 4 hr	30	\$ 19,835.00	12%	\$ 17,454.80
SupportNet HW	ES-SN-OSP4-S17	SupportNet On-site Premium 4 hr	30	\$ 23,800.00	12%	\$ 20,944.00
SupportNet HW	ES-SN-OSP4-S18	SupportNet On-site Premium 4 hr	30	\$ 35,700.00	12%	\$ 31,416.00
SupportNet HW	ES-SN-OS-S00	SUPPORTNET ON-SITE	30	\$ 110.00	12%	\$ 96.80
SupportNet HW	ES-SN-OS-S01	SupportNet, On-site	30	\$ 220.00	12%	\$ 193.60
SupportNet HW	ES-SN-OS-S02	SupportNet, On-site	30	\$ 350.00	12%	\$ 308.00
SupportNet HW	ES-SN-OS-S03	SupportNet, On-site	30	\$ 480.00	12%	\$ 422.40
SupportNet HW	ES-SN-OS-S04	SupportNet, On-site	30	\$ 810.00	12%	\$ 712.80
SupportNet HW	ES-SN-OS-S05	SupportNet, On-site	30	\$ 990.00	12%	\$ 871.20
SupportNet HW	ES-SN-OS-S06	SupportNet, On-site	30	\$ 1,210.00	12%	\$ 1,064.80
SupportNet HW	ES-SN-OS-S07	SupportNet, On-site	30	\$ 1,430.00	12%	\$ 1,258.40
SupportNet HW	ES-SN-OS-S08	SupportNet, On-site	30	\$ 1,800.00	12%	\$ 1,584.00
SupportNet HW	ES-SN-OS-S09	SupportNet, On-site	30	\$ 2,200.00	12%	\$ 1,936.00
SupportNet HW	ES-SN-OS-S10	SupportNet, On-site	30	\$ 2,605.00	12%	\$ 2,292.40
SupportNet HW	ES-SN-OS-S11	SupportNet, On-site	30	\$ 3,540.00	12%	\$ 3,115.20
SupportNet HW	ES-SN-OS-S12	SupportNet, On-site	30	\$ 4,110.00	12%	\$ 3,616.80
SupportNet HW	ES-SN-OS-S13	SupportNet, On-site	30	\$ 5,850.00	12%	\$ 5,148.00
SupportNet HW	ES-SN-OS-S14	SupportNet, On-site	30	\$ 7,445.00	12%	\$ 6,551.60
SupportNet HW	ES-SN-OS-S15	SupportNet, On-site	30	\$ 8,985.00	12%	\$ 7,906.80
SupportNet HW	ES-SN-OS-S16	SupportNet, On-site	30	\$ 12,835.00	12%	\$ 11,294.80
SupportNet HW	ES-SN-OS-S17	SupportNet, On-site	30	\$ 15,400.00	12%	\$ 13,552.00
SupportNet HW	ES-SN-OS-S18	SupportNet, On-site	30	\$ 23,100.00	12%	\$ 20,328.00
SupportNet HW	ES-SN-P2-S00	SUPPORTNET, PREMIUM 2 HR	30	\$ 160.00	12%	\$ 140.80
SupportNet HW	ES-SN-P2-S01	SupportNet, Premium 2 hr	30	\$ 320.00	12%	\$ 281.60
SupportNet HW	ES-SN-P2-S02	SupportNet, Premium 2 hr	30	\$ 510.00	12%	\$ 448.80
SupportNet HW	ES-SN-P2-S03	SupportNet, Premium 2 hr	30	\$ 695.00	12%	\$ 611.60
SupportNet HW	ES-SN-P2-S04	SupportNet, Premium 2 hr	30	\$ 1,175.00	12%	\$ 1,034.00
SupportNet HW	ES-SN-P2-S05	SupportNet, Premium 2 hr	30	\$ 1,440.00	12%	\$ 1,267.20
SupportNet HW	ES-SN-P2-S06	SupportNet, Premium 2 hr	30	\$ 1,760.00	12%	\$ 1,548.80
SupportNet HW	ES-SN-P2-S07	SupportNet, Premium 2 hr	30	\$ 2,080.00	12%	\$ 1,830.40
SupportNet HW	ES-SN-P2-S08	SupportNet, Premium 2 hr	30	\$ 2,615.00	12%	\$ 2,301.20
SupportNet HW	ES-SN-P2-S09	SupportNet, Premium 2 hr	30	\$ 3,200.00	12%	\$ 2,816.00
SupportNet HW	ES-SN-P2-S10	SupportNet, Premium 2 hr	30	\$ 3,790.00	12%	\$ 3,335.20

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
SupportNet HW	ES-SN-P2-S11	SupportNet, Premium 2 hr	30	\$ 5,150.00	12%	\$ 4,532.00
SupportNet HW	ES-SN-P2-S12	SupportNet, Premium 2 hr	30	\$ 5,975.00	12%	\$ 5,258.00
SupportNet HW	ES-SN-P2-S13	SupportNet, Premium 2 hr	30	\$ 8,510.00	12%	\$ 7,488.80
SupportNet HW	ES-SN-P2-S14	SupportNet, Premium 2 hr	30	\$ 10,830.00	12%	\$ 9,530.40
SupportNet HW	ES-SN-P2-S15	SupportNet, Premium 2 hr	30	\$ 13,070.00	12%	\$ 11,501.60
SupportNet HW	ES-SN-P2-S16	SupportNet, Premium 2 hr	30	\$ 18,670.00	12%	\$ 16,429.60
SupportNet HW	ES-SN-P2-S17	SupportNet, Premium 2 hr	30	\$ 22,400.00	12%	\$ 19,712.00
SupportNet HW	ES-SN-P2-S18	SupportNet, Premium 2 hr	30	\$ 33,600.00	12%	\$ 29,568.00
SupportNet HW	ES-SN-P4-S00	SUPPORTNET, PREMIUM 4 HR	30	\$ 150.00	12%	\$ 132.00
SupportNet HW	ES-SN-P4-S01	SupportNet, Premium 4 hr	30	\$ 300.00	12%	\$ 264.00
SupportNet HW	ES-SN-P4-S02	SupportNet, Premium 4 hr	30	\$ 475.00	12%	\$ 418.00
SupportNet HW	ES-SN-P4-S03	SupportNet, Premium 4 hr	30	\$ 650.00	12%	\$ 572.00
SupportNet HW	ES-SN-P4-S04	SupportNet, Premium 4 hr	30	\$ 1,100.00	12%	\$ 968.00
SupportNet HW	ES-SN-P4-S05	SupportNet, Premium 4 hr	30	\$ 1,350.00	12%	\$ 1,188.00
SupportNet HW	ES-SN-P4-S06	SupportNet, Premium 4 hr	30	\$ 1,650.00	12%	\$ 1,452.00
SupportNet HW	ES-SN-P4-S07	SupportNet, Premium 4 hr	30	\$ 1,950.00	12%	\$ 1,716.00
SupportNet HW	ES-SN-P4-S08	SupportNet, Premium 4 hr	30	\$ 2,450.00	12%	\$ 2,156.00
SupportNet HW	ES-SN-P4-S09	SupportNet, Premium 4 hr	30	\$ 3,000.00	12%	\$ 2,640.00
SupportNet HW	ES-SN-P4-S10	SupportNet, Premium 4 hr	30	\$ 3,550.00	12%	\$ 3,124.00
SupportNet HW	ES-SN-P4-S11	SupportNet, Premium 4 hr	30	\$ 4,825.00	12%	\$ 4,246.00
SupportNet HW	ES-SN-P4-S12	SupportNet, Premium 4 hr	30	\$ 5,600.00	12%	\$ 4,928.00
SupportNet HW	ES-SN-P4-S13	SupportNet, Premium 4 hr	30	\$ 7,975.00	12%	\$ 7,018.00
SupportNet HW	ES-SN-P4-S14	SupportNet, Premium 4 hr	30	\$ 10,150.00	12%	\$ 8,932.00
SupportNet HW	ES-SN-P4-S15	SupportNet, Premium 4 hr	30	\$ 12,250.00	12%	\$ 10,780.00
SupportNet HW	ES-SN-P4-S16	SupportNet, Premium 4 hr	30	\$ 17,500.00	12%	\$ 15,400.00
SupportNet HW	ES-SN-P4-S17	SupportNet, Premium 4 hr	30	\$ 21,000.00	12%	\$ 18,480.00
SupportNet HW	ES-SN-P4-S18	SupportNet, Premium 4 hr	30	\$ 31,500.00	12%	\$ 27,720.00
SupportNet HW	ES-SN-S00	SUPPORTNET	30	\$ 70.00	12%	\$ 61.60
SupportNet HW	ES-SN-S01	SupportNet	30	\$ 140.00	12%	\$ 123.20
SupportNet HW	ES-SN-S02	SupportNet	30	\$ 225.00	12%	\$ 198.00
SupportNet HW	ES-SN-S03	SupportNet	30	\$ 305.00	12%	\$ 268.40
SupportNet HW	ES-SN-S04	SupportNet	30	\$ 515.00	12%	\$ 453.20
SupportNet HW	ES-SN-S05	SupportNet	30	\$ 630.00	12%	\$ 554.40
SupportNet HW	ES-SN-S06	SupportNet	30	\$ 770.00	12%	\$ 677.60
SupportNet HW	ES-SN-S07	SupportNet	30	\$ 910.00	12%	\$ 800.80
SupportNet HW	ES-SN-S08	SupportNet	30	\$ 1,145.00	12%	\$ 1,007.60
SupportNet HW	ES-SN-S09	SupportNet	30	\$ 1,400.00	12%	\$ 1,232.00
SupportNet HW	ES-SN-S10	SupportNet	30	\$ 1,660.00	12%	\$ 1,460.80
SupportNet HW	ES-SN-S11	SupportNet	30	\$ 2,255.00	12%	\$ 1,984.40
SupportNet HW	ES-SN-S12	SupportNet	30	\$ 2,615.00	12%	\$ 2,301.20
SupportNet HW	ES-SN-S13	SupportNet	30	\$ 3,725.00	12%	\$ 3,278.00
SupportNet HW	ES-SN-S14	SupportNet	30	\$ 4,740.00	12%	\$ 4,171.20
SupportNet HW	ES-SN-S15	SupportNet	30	\$ 5,720.00	12%	\$ 5,033.60

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
SupportNet HW	ES-SN-S16	SupportNet	30	\$ 8,170.00	12%	\$ 7,189.60
SupportNet HW	ES-SN-S17	SupportNet	30	\$ 9,800.00	12%	\$ 8,624.00
SupportNet HW	ES-SN-S18	SupportNet	30	\$ 14,700.00	12%	\$ 12,936.00
SupportNet HW	ES-SN-TA-S00	SUPPORTNET, TECHNICAL ACCESS	30	\$ 50.00	12%	\$ 44.00
SupportNet HW	ES-SN-TA-S01	SupportNet, Technical Access	30	\$ 100.00	12%	\$ 88.00
SupportNet HW	ES-SN-TA-S02	SupportNet, Technical Access	30	\$ 160.00	12%	\$ 140.80
SupportNet HW	ES-SN-TA-S03	SupportNet, Technical Access	30	\$ 220.00	12%	\$ 193.60
SupportNet HW	ES-SN-TA-S04	SupportNet, Technical Access	30	\$ 370.00	12%	\$ 325.60
SupportNet HW	ES-SN-TA-S05	SupportNet, Technical Access	30	\$ 450.00	12%	\$ 396.00
SupportNet HW	ES-SN-TA-S06	SupportNet, Technical Access	30	\$ 550.00	12%	\$ 484.00
SupportNet HW	ES-SN-TA-S07	SupportNet, Technical Access	30	\$ 650.00	12%	\$ 572.00
SupportNet HW	ES-SN-TA-S08	SupportNet, Technical Access	30	\$ 820.00	12%	\$ 721.60
SupportNet HW	ES-SN-TA-S09	SupportNet, Technical Access	30	\$ 1,000.00	12%	\$ 880.00
SupportNet HW	ES-SN-TA-S10	SupportNet, Technical Access	30	\$ 1,185.00	12%	\$ 1,042.80
SupportNet HW	ES-SN-TA-S11	SupportNet, Technical Access	30	\$ 1,610.00	12%	\$ 1,416.80
SupportNet HW	ES-SN-TA-S12	SupportNet, Technical Access	30	\$ 1,870.00	12%	\$ 1,645.60
SupportNet HW	ES-SN-TA-S13	SupportNet, Technical Access	30	\$ 2,660.00	12%	\$ 2,340.80
SupportNet HW	ES-SN-TA-S14	SupportNet, Technical Access	30	\$ 3,385.00	12%	\$ 2,978.80
SupportNet HW	ES-SN-TA-S15	SupportNet, Technical Access	30	\$ 4,085.00	12%	\$ 3,594.80
SupportNet HW	ES-SN-TA-S16	SupportNet, Technical Access	30	\$ 5,835.00	12%	\$ 5,134.80
SupportNet HW	ES-SN-TA-S17	SupportNet, Technical Access	30	\$ 7,000.00	12%	\$ 6,160.00
SupportNet HW	ES-SN-TA-S18	SupportNet, Technical Access	30	\$ 10,500.00	12%	\$ 9,240.00
SupportNet SW	ES-SAS-S00	SUPPORTNET SOFTWARE SUBSCRIPTION	30	\$ 180.00	6%	\$ 169.20
SupportNet SW	ES-SAS-S01	SupportNet Software Subscription	30	\$ 360.00	6%	\$ 338.40
SupportNet SW	ES-SAS-S02	SupportNet Software Subscription	30	\$ 570.00	6%	\$ 535.80
SupportNet SW	ES-SAS-S03	SupportNet Software Subscription	30	\$ 780.00	6%	\$ 733.20
SupportNet SW	ES-SAS-S04	SupportNet Software Subscription	30	\$ 1,320.00	6%	\$ 1,240.80
SupportNet SW	ES-SAS-S05	SupportNet Software Subscription	30	\$ 1,620.00	6%	\$ 1,522.80
SupportNet SW	ES-SAS-S06	SupportNet Software Subscription	30	\$ 1,980.00	6%	\$ 1,861.20
SupportNet SW	ES-SAS-S07	SupportNet Software Subscription	30	\$ 2,340.00	6%	\$ 2,199.60
SupportNet SW	ES-SAS-S08	SupportNet Software Subscription	30	\$ 2,940.00	6%	\$ 2,763.60
SupportNet SW	ES-SAS-S09	SupportNet Software Subscription	30	\$ 3,600.00	6%	\$ 3,384.00
SupportNet SW	ES-SAS-S10	SupportNet Software Subscription	30	\$ 4,260.00	6%	\$ 4,004.40
SupportNet SW	ES-SAS-S11	SupportNet Software Subscription	30	\$ 5,790.00	6%	\$ 5,442.60
SupportNet SW	ES-SAS-S12	SupportNet Software Subscription	30	\$ 6,720.00	6%	\$ 6,316.80
SupportNet SW	ES-SAS-S13	SupportNet Software Subscription	30	\$ 9,570.00	6%	\$ 8,995.80
SupportNet SW	ES-SAS-S14	SupportNet Software Subscription	30	\$ 12,180.00	6%	\$ 11,449.20
SupportNet SW	ES-SAS-S15	SupportNet Software Subscription	30	\$ 14,700.00	6%	\$ 13,818.00
SupportNet SW	ES-SAS-S16	SupportNet Software Subscription	30	\$ 21,000.00	6%	\$ 19,740.00
SupportNet SW	ES-SAS-S17	SupportNet Software Subscription	30	\$ 25,200.00	6%	\$ 23,688.00
SupportNet SW	ES-SAS-S18	SupportNet Software Subscription	30	\$ 37,800.00	6%	\$ 35,532.00

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
Professional Services	EC-ENS-DIR3PIN	DIR 3RD PARTY INBOUND INTEGRATION	30	\$ 25,000.00	0%	\$ 25,000.00
Professional Services	EC-ENS-DIR3POUT	DIR 3RD PARTY OUTBOUND INTEGRATION	30	\$ 25,000.00	0%	\$ 25,000.00
Professional Services	EC-ENS-SHARED	Enhanced Technical Assistance - Team Access	30	\$ 55,000.00	0%	\$ 55,000.00
Professional Services	EC-ENS-TECH	Enhanced Technical Assistance - Assigned Specialist	30	\$ 80,000.00	0%	\$ 80,000.00
Professional Services	EC-OPA-1D	On-Site Engineering - One Day	30	\$ 1,720.00	0%	\$ 1,720.00
Professional Services	EC-OPA-1M	On-Site Engineering - One Month	30	\$ 25,000.00	0%	\$ 25,000.00
Professional Services	EC-OPA-1Y	On-Site Engineering - One Year	30	\$ 225,000.00	0%	\$ 225,000.00
Professional Services	EC-OPA-3M	On-site Engineering 3 Months (three continuous months)	30	\$ 65,000.00	0%	\$ 65,000.00
Professional Services	EC-OPA-6M	On-site Engineering 6 Months (six continuous months)	30	\$ 120,000.00	0%	\$ 120,000.00
Professional Services	EC-PROF-AP	PROF Additional 5 Roles	30	\$ 2,500.00	0%	\$ 2,500.00
Professional Services	EC-PROF-AR	PROF Additional 5 Classrooms	30	\$ 2,500.00	0%	\$ 2,500.00
Professional Services	EC-PROF-ATO	PROF Administration Tool	30	\$ 5,000.00	0%	\$ 5,000.00
Professional Services	EC-PROF-BASE	PROF Base Package - Includes 5 Roles and 10 Classrooms	30	\$ 17,500.00	0%	\$ 17,500.00
Professional Services	PS-AUPSE-001	Acceptable Use Policy, small enterprise implementation	30	\$ 6,000.00	0%	\$ 6,000.00
Professional Services	PS-CSS830-001	Secure Networks Professional Services - Custom Services	30	\$ 1.00	0%	\$ 1.00
Professional Services	PS-DIRSE-001	Dynamic Intrusion Response, small enterprise implementation	30	\$ 12,000.00	0%	\$ 12,000.00
Professional Services	PS-EXP820-001	Travel and Expenses HW. Custom Quote	30	\$ 1.00	0%	\$ 1.00
Professional Services	PS-FW-UPG-A	SINGLE FIRMWARE UPGD, CATEGORY A PRODUCT	30	\$ 300.00	0%	\$ 300.00
Professional Services	PS-FW-UPG-B	SINGLE FIRMWARE UPGD, CATEGORY B PRODUCT	30	\$ 3,500.00	0%	\$ 3,500.00
Professional Services	PS-FW-UPG-C	SINGLE FIRMWARE UPGD, CATEGORY C PRODUCT	30	\$ 300.00	0%	\$ 300.00
Professional Services	PS-FW-UPG-D	SINGLE FIRMWARE UPGD, CATEGORY D PRODUCT	30	\$ 300.00	0%	\$ 300.00
Professional Services	PS-LUC-NSA-S	NETWORK SEC ASSESSMENT & SEC POLICY DEV	30	\$ 1.00	0%	\$ 1.00
Professional Services	PS-LUC-ROI-FS	SECURITY ROI FRAMEWORK SERVICE	30	\$ 1.00	0%	\$ 1.00
Professional Services	PS-LUC-SIRS	SECURITY INCIDENT RESPONSE SERVICE	30	\$ 1.00	0%	\$ 1.00

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
Professional Services	PS-LUC-SPTS	SECURITY PENETRATION TESTING SERVICE	30	\$ 1.00	0%	\$ 1.00
Professional Services	PS-LUC-VOIP-R	VOIP READINESS ASSESSMENT SERVICE	30	\$ 1.00	0%	\$ 1.00
Professional Services	PS-LUC-VOIP-TE	VOIP TECHNOLOGY EVOLUTION SERVICE	30	\$ 1.00	0%	\$ 1.00
Professional Services	PS-OHE810-001	On-Site FE, Non Contract Customer, 8am-5pm, M-F. Price calculated on an hourly basis.	30	\$ 215.00	0%	\$ 215.00
Professional Services	PS-OHE811-001	On-Site FE, Non Contract Customer, 5pm-8am, any day including Holidays. Price calculated on an hourly basis.	30	\$ 315.00	0%	\$ 315.00
Professional Services	PS-SFESE-001	Security Feature Enablement, small enterprise	30	\$ 1.00	0%	\$ 1.00
Professional Services	PS-SNRA-001	Assessment of business & technology goals, network infrastructure and migration plan to Secure Networks solutions	30	\$ 6,000.00	0%	\$ 6,000.00
Training	TR-IDS-DIR	IDS & DIR TRAINING	30	\$ 2,500.00	10%	\$ 2,250.00
Training	TR-MGT	MANAGEMENT TRAINING	30	\$ 2,500.00	10%	\$ 2,250.00
Training	TR-ROUTING	ROUTING TRAINING	30	\$ 2,500.00	10%	\$ 2,250.00
Training	TR-SNPOLICY	POLICY MANAGER TRAINING	30	\$ 2,500.00	10%	\$ 2,250.00
Training	TR-SWITCHING	SWITCHING TRAINING	30	\$ 2,500.00	10%	\$ 2,250.00
Training	TR-WIRELESS	WIRELESS TRAINING	30	\$ 2,500.00	10%	\$ 2,250.00
Cables/Connectivity	6700006	ST to ST Barrel (Jack-Jack) for Multi Mode Fiber	30	\$ 7.40	5%	\$ 7.03
Cables/Connectivity	6700083	Duplex SC to ST Barrel. QTY 1	30	\$ 55.18	5%	\$ 52.42
Cables/Connectivity	9342011-1M	(2) ST to (2) ST Duplex M.M. Fiber, PVC	30	\$ 18.89	5%	\$ 17.95
Cables/Connectivity	9342011-2M	(2) ST to (2) ST Duplex M.M. Fiber, PVC	30	\$ 20.48	5%	\$ 19.46
Cables/Connectivity	9342011-3M	(2) ST to (2) ST Duplex M.M. Fiber, PVC	30	\$ 22.06	5%	\$ 20.96
Cables/Connectivity	9342115-5M	FDDI MIC to FDDI MIC M.M. Fiber, PVC	30	\$ 60.11	5%	\$ 57.10
Cables/Connectivity	9342124-10M	(2) ST to (1) SC Duplex M.M. Fiber, PVC	30	\$ 39.14	5%	\$ 37.18
Cables/Connectivity	9342124-1M	(2) ST to (1) SC Duplex M.M. Fiber, PVC	30	\$ 24.91	5%	\$ 23.66
Cables/Connectivity	9342124-2M	(2) ST to (1) SC Duplex M.M. Fiber, PVC	30	\$ 26.49	5%	\$ 25.17
Cables/Connectivity	9342124-3M	(2) ST to (1) SC Duplex M.M. Fiber, PVC	30	\$ 28.07	5%	\$ 26.67

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
Cables/Connectivity	9342125-10M	(1) SC Duplex to (1) SC Duplex M.M. Fiber, PVC	30	\$ 44.18	5%	\$ 41.97
Cables/Connectivity	9342125-1M	(1) SC Duplex to (1) SC Duplex M.M. Fiber, PVC	30	\$ 29.95	5%	\$ 28.45
Cables/Connectivity	9342125-2M	(1) SC Duplex to (1) SC Duplex M.M. Fiber, PVC	30	\$ 31.53	5%	\$ 29.95
Cables/Connectivity	9342125-3M	(1) SC Duplex to (1) SC Duplex M.M. Fiber, PVC	30	\$ 33.11	5%	\$ 31.45
Cables/Connectivity	9342125-5M	(1) SC Duplex to (1) SC Duplex M.M. Fiber, PVC	30	\$ 36.27	5%	\$ 34.46
Cables/Connectivity	9342129-1M	(1) SC Duplex to (1) SC Duplex M.M. Fiber, FEP	30	\$ 36.36	5%	\$ 34.54
Cables/Connectivity	9344008-3M	(2) ST to (1) SC Duplex S.M. Fiber, PVC	30	\$ 63.19	5%	\$ 60.03
Cables/Connectivity	9344009-2M	(1) SC Duplex to (1) SC Duplex S.M. Fiber, PVC	30	\$ 63.27	5%	\$ 60.11
Cables/Connectivity	9360034-3M	10 Base-T Cross Patch, PVC	30	\$ 3.46	5%	\$ 3.29
Cables/Connectivity	9360119-10M	258A/568B Cat 5, PVC, Patch (10/100 BASE-T)	30	\$ 5.83	5%	\$ 5.54
Cables/Connectivity	9360119-3M	258A/568B Cat 5, PVC, Patch (10/100 BASE-T)	30	\$ 3.35	5%	\$ 3.18
Cables/Connectivity	9360119-5M	258A/568B Cat 5, PVC, Patch (10/100 BASE-T)	30	\$ 3.89	5%	\$ 3.70
Cables/Connectivity	9360169-3M	10/100 Base-T Cross Patch, PVC	30	\$ 3.58	5%	\$ 3.40
Cables/Connectivity	9360300-3M	100 MB Telco 120 Both Ends, PVC	30	\$ 43.40	5%	\$ 41.23
Cables/Connectivity	9360301-10M	100 MB Telco 180 Both Ends, PVC	30	\$ 72.08	5%	\$ 68.48
Cables/Connectivity	9360301-2M	100 MB Telco 180 Both Ends, PVC	30	\$ 41.45	5%	\$ 39.38
Cables/Connectivity	9360301-3M	100 MB Telco 180 Both Ends, PVC	30	\$ 43.40	5%	\$ 41.23
Cables/Connectivity	9360304-3M	100 MB Telco 120 to 180, PVC	30	\$ 44.93	5%	\$ 42.68
Cables/Connectivity	9360304-5M	100 MB Telco 120 to 180, PVC	30	\$ 53.79	5%	\$ 51.10
Cables/Connectivity	9360305-3M	100 MB Telco 120 to 90, PVC	30	\$ 46.58	5%	\$ 44.25
Cables/Connectivity	9360306-3M	100 MB Telco 120 to Hydra, PVC	30	\$ 53.13	5%	\$ 50.47
Cables/Connectivity	9360306-5M	100 MB Telco 120 to Hydra, PVC	30	\$ 61.97	5%	\$ 58.87
Cables/Connectivity	9360307-1M	100 MB Telco 180 to Hydra, PVC	30	\$ 48.05	5%	\$ 45.65
Cables/Connectivity	9360307-3M	100 MB Telco 180 to Hydra, PVC	30	\$ 53.13	5%	\$ 50.47
Cables/Connectivity	9360315-3M	100 MB Telco 120 to Hydra, PVC (4 FOOT BREAK)	30	\$ 61.74	5%	\$ 58.65
Cables/Connectivity	9360325-1M	100 MB Telco 90 Female to Hydra, PVC	30	\$ 40.75	5%	\$ 38.71
Cables/Connectivity	9372038	IRM/ELS CONSOLE CABLE KIT	30	\$ 9.05	5%	\$ 8.60
Cables/Connectivity	9372065	ETHERNET CONSOLE KIT	30	\$ 4.88	5%	\$ 4.64
Cables/Connectivity	9380407	50 Micron SC to SC - 3 METER	30	\$ 116.25	5%	\$ 110.44
Cables/Connectivity	9380408	62.5 Micron SC to SC - 3 METER	30	\$ 116.25	5%	\$ 110.44

VA-060516-CABL - Enterasys Networks Commonwealth of Virginia Contract Price List

Product Description Fields				Government/Academic Pricing		
Product Category	Manufacturer Product Number	Product Description	Lead Time (days ARO)	Index Price	Percentage Discount	Commonwealth Price
Cables/Connectivity	9380513-3	62.5 Micron Multimode SC-MTRJ - 3 Meter	30	\$ 45.85	5%	\$ 43.56
Cables/Connectivity	9380515-1	62.5 Micron Multimode MTRJ - ST - 1 Meter	30	\$ 42.75	5%	\$ 40.61
Cables/Connectivity	9380515-2	62.5 Micron Multimode MTRJ - ST - 2 Meter	30	\$ 44.04	5%	\$ 41.84
Cables/Connectivity	9380515-3	62.5 Micron Multimode MTRJ - ST - 3 Meter	30	\$ 45.96	5%	\$ 43.66
Cables/Connectivity	9380527-3M	CBL ASSY, LC TO SC DPLX, MM FIBER, 3M	30	\$ 68.00	5%	\$ 64.60
Cables/Connectivity	9380528-3M	CBL ASSY, LC DPLX TO ST, MM FIBER, 3M	30	\$ 88.00	5%	\$ 83.60
Cables/Connectivity	9380529-3M	CBL ASSY, LC TO LC DPLX, MM FIBER, 3M	30	\$ 96.00	5%	\$ 91.20
Cables/Connectivity	9380530-3M	CBL ASSY, LC -SC,DUPLEX, SM FIBER, 3M	30	\$ 133.00	5%	\$ 126.35
Cables/Connectivity	9380531-3M	CBL ASSY, LC DUPLEX -ST, SM FIBER, 3M	30	\$ 129.00	5%	\$ 122.55